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**KANSAS CITY AREA TRANSPORTATION AUTHORITY**  
**Procurement Department**  
**1350 East 17<sup>th</sup> Street**  
**Kansas City, MO 64108**

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**REQUEST FOR PROPOSALS**

**Proposal No. 16-7012-35**

**Purchasing Card Services**

Date: 7/14/16

Contact: Tamika McDonald, Buyer

Telephone: (816) 346-0283

Fax: (816) 346-0336

Email: [tmcdonald@kcata.org](mailto:tmcdonald@kcata.org)

## INTRODUCTION

### Overview

The Kansas City Area Transportation Authority (KCATA) is requesting proposals from qualified individuals and firms to provide purchasing card (credit card) services.

The Kansas City Area Transportation Authority (“KCATA” or “Authority”) is the bi-state regional transit authority for the seven-county (Cass, Clay, Jackson, and Platte in Missouri; and Johnson, Leavenworth, and Wyandotte in Kansas) metropolitan area. The Authority provides transit service seven days per week and provides approximately 16 million transit trips per year on Metro bus and MAX services, Share-A-Fare paratransit service, and the AdvANTage Vanpool program.

Proposals are subject to all terms, conditions, and provisions of this document, including Affirmative Action and Equal Employment Opportunity regulations. Offerors shall read and understand the requirements of this RFP #16-7012-35.

The term of the contract will be for one (1) year with four (4) one-year options. It is anticipated that the start date of any contract awarded will be September 2016.

### Proposal Questions/Comments:

Any questions, comments or requests for clarification are due from offerors **by 2:00 p.m. on July 21, 2016** and must be submitted in writing to Tamika McDonald, Buyer, at [tmcdonald@KCATA.org](mailto:tmcdonald@KCATA.org) and will anticipate having an answer by close of business **July 25, 2016**. If required, KCATA’s response to these submissions will be in the form of an Addendum.

### Proposal Closing and Submission:

Proposals must be submitted **before 11:00 a.m. on August 15, 2016**. Please reference **RFP #16-7012-35** on the submittal cover. Proposals received after time specified shall not be considered for award. Proposals received via facsimile (fax) or electronic mail (e-mail) shall not be considered. Proposals not meeting specified delivery and method of submittal will not be opened nor considered as responsive.

Proposals submitted must be mailed to:

Kansas City Area Transportation Authority  
Shipping and Receiving Department  
Attn: Tamika McDonald, Procurement  
1350 East 17<sup>th</sup> Street  
Kansas City, Missouri 64108

Submission of a proposal shall constitute a firm offer to the KCATA for ninety (90) days from the date of closing. This proposal does not commit the KCATA to award a contract, to pay any cost incurred in preparation of a proposal, or to procure or contract for services.

Michael Graham  
Chief Financial Officer

# **PROPOSAL ORGANIZATION**

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**NO PROPOSAL REPLY FORM**

**PROPOSAL # 16-7012-35**

**Purchasing Card Services**

To assist us in obtaining good competition on our Request for Proposal, we ask that each firm that has received an invitation, but does not wish to propose, state their reason(s) below and return in a clearly marked envelope. Your envelope should include "Proposal #16-7012-35" on the outside of the envelope.

This information will not preclude receipt of future invitations unless you request removal from the Proposer's List by so indicating below.

*Unfortunately, we must offer a "No Proposal" at this time because:*

\_\_\_ 1. We do not wish to participate in the proposal process.

\_\_\_ 2. We do not wish to propose under the terms and conditions of the Request for Proposal document. Our objections are:

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\_\_\_ 3. We do not feel we can be competitive.

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\_\_\_ 4. We do not provide the services on which Proposals are requested.

\_\_\_ 5. Other:

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\_\_\_ We wish to remain on the Proposer's list for these services.

\_\_\_ We wish to be removed from the Proposer's list for these services.

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
SIGNATURE

## SECTION 1 - PROPOSAL CALENDAR

Proposal Advertisement	July 14, 2016
RFP Issued	July 14, 2016
Pre-Proposal Conference Location	There is no Pre-Proposal Conference
Deadline for Proposer Questions, Comments, & Requests for Clarification	July 21, 2016 at 2:00 p.m.
KCATA Responds to Questions	July 25, 2016
<b>Proposal Closing</b>	August 15, 2016 at 11:00 a.m.
Interviews/Demonstration (Tentative)	August 25 & 26, 2016
Notice of Contract Award (Anticipated)	September 2016

## SECTION 2 - SCOPE OF WORK

### I. INTRODUCTION

1. The purpose of this Request for Proposal is to enter into a contract with a qualified commercial financial institution for the provision of purchasing card (credit card) services for the Kansas City Area Transportation Authority (KCATA). The KCATA is seeking proposals from qualified vendors capable of providing this service.
2. **TERM and RENEWAL OPTIONS:** The term of this contract shall be for one (1) year with four (4) one-year options. Work in process prior to expiration of the Agreement shall be completed and as construed by KCATA to be within the “contract term”. It is anticipated that the start date of any contract award will be September 2016.

### II. REQUIREMENTS

- A. **Bidder Qualifications:** Bidder shall have been regularly and continuously engaged in the business of providing purchasing cards for at least ten (10) organizations that meet or exceed the scope of requirements listed in this RFP for at least five (5) years.
- B. **Direct Cash Rebate:** The program must include a rebate offering. Other program incentives may be offered. The KCATA expects the rebate to be calculated using the aggregate KCATA P-Card spending on an annual basis and receipt of rebate checks no later than 30 days following the conclusion of each year. Other rebate payment receipt schedules (i.e. bi-annually, quarterly, and monthly) may be proposed.
- C. **Issuance:** The contractor shall not issue any cards without the written approval of the KCATA. Proposers shall indicate the processing time required to fulfill new card requests and the method of delivery of the card.

All P-Cards issued by the Contractor shall be sent to the KCATA P-Card Administrator, inactivated, for distribution to Authority staff, pursuant to the KCATA card distribution policy and procedure. Issued cards shall not be sent via first class mail but shall be sent via traceable/trackable shipping method (i.e. Fed Ex or UPS).

- D. **Liability:** The KCATA will not accept liability for unauthorized use, account numbers which are fraudulently used and cards which are lost or stolen beyond a maximum limit of fifty (\$50) dollars. The KCATA will not accept liability beyond a maximum time period of twenty-four (24) hours after the contractor is notified of a lost or stolen card or that an unauthorized person has used a card. Proposers shall describe in detail the level of KCATA liability under any contract written as a result of this RFP.
- E. **Card Format Design:** The contractor shall provide cards designed for KCATA. The design shall be approved by the Authority and shall contain the following:
  1. The phrase “TAX EXEMPT” and the KCATA tax exempt number shall be printed on the face of the card.
  2. The KCATA logo, as provided by the KCATA, shall appear on the front.
  3. The contractor’s toll-free customer service number shall be printed on the back of the card.
  4. There shall be no references to ATMs on the card.
  5. The Cardholder’s name shall appear on the front of the card.
- F. **Card Controls and Restrictions:** The contractor shall have the ability to set restrictions and controls on individual cards. The proposer’s card system software shall have the capability to allow authorized KCATA staff to initially set and later make changes to the restrictions and controls on individual cards, within the accepted limits. Authorized KCATA staff shall also have the ability to activate certain cards, which are reserved for emergency use. These “emergency” cards shall have pre-defined restrictions and controls agreed upon by the KCATA and the proposer. Maximum limitations for all cards shall be set in writing at the start of the contract and shall be changed only by written notification from the KCATA. The contractor’s customer service representatives may not make changes to card limits without this notification. This notification may be provided by fax or electronic mail.

Individual controls shall be set at the time of card application but may be changed at a later time. Card controls may be changed only upon request from the KCATA. These changes may be made in writing, fax or electronic mail. A toll-free number shall be available to process these types of changes immediately. Proposers should indicate a time frame for making individual card control changes.

The following controls and restrictions shall be available for all cards:

1. Single transaction dollar limitation: Established per individual cardholder, not to exceed the individual cardholder maximum dollar limit as established by the KCATA.
2. Velocity limitation: A limit as to the number of card authorizations per cardholder in a designated period shall be established. For example, five transactions per day or twenty-four (24) hour period.
3. Maximum dollar limitation per month: Established per individual card, not to exceed the individual cardholder maximum dollar limit as established by the KCATA.
4. Vendor and commodity blocking: Restrictions for all cardholders on the types of vendors authorized to accept the card and the types of commodities that may be purchased.
5. Cash advances: Complete prohibition of cash advances for all cardholders.
6. Additional controls: Available from the contractor. Proposer shall describe any additional controls they have available.

G. Training: The contractor shall provide training to the KCATA as follows:

1. Contract start-up training session: At the start of the contract, the contractor shall provide initial onsite training to staff as designated by the KCATA. The initial training will address benefits and features of the card, billing procedures, available reports and the application process.
2. Training materials: The contractor shall provide written materials that may be used by KCATA department heads to train individual card users in the proper use of the card.
3. Online training: The contractor shall provide access to online training for KCATA staff via written material, webinars, tutorials, etc.
4. Telephone support: The contractor shall provide the name and telephone number of a point-of-contact who will be available by telephone to answer questions that may arise during the KCATA's training of staff or to provide brief training sessions by telephone to new department heads or cardholders. Proposers shall indicate the hours this sort of training will be available.
5. Proposers shall describe any additional training programs or aids such as videos and on-line support and indicate their availability.

H. Customer Support: The contractor shall provide customer support to authorized KCATA staff and all cardholders. This support shall include at a minimum:

1. A toll-free customer assistance number and a toll-free telephone number for reporting lost or stolen cards. Proposers shall describe the availability of these assistance lines and the hours they are staffed.
2. The name, title, telephone number and e-mail address of the customer account representative and alternate who would respond to inquiries by the KCATA.
3. The name, title, telephone number and e-mail address of the technical representative and alternate who would respond to inquiries by the KCATA.
4. A web address through which KCATA staff can communicate online with customer service representatives to receive real-time assistance.

I. Questioned/Disputed Items and Chargebacks: The contractor shall provide a method for handling questions concerning charges. Toll-free service for this process shall be available. Provisions for handling questioned/disputed items should include how to:

1. Contact the contractor to discuss questioned or disputed items,
2. Credit the KCATA account, pending resolution of the disputed item and,
3. Process chargebacks for items resolved in favor of the KCATA. Proposers shall provide a time frame for this process.

J. Changes in Cardholder or KCATA Accounts: Authorized KCATA staff may make changes to card spending limits, number of transaction limits, purchase restrictions, card name, cardholder billing address or telephone number and card unique identifier number (PIN). These changes may be made in written form, or by phone, fax or electronic mail.

Proposers must offer a time frame between receiving a change request and completing the change. Proposers shall also detail how the request may be conveyed; i.e. written or by phone, fax, or electronic mail.

K. Lost or Stolen Cards: The cardholder and/or KCATA will immediately report lost or stolen cards to the contractor. Such reports will be in writing or verbally with written confirmation. The contractor shall provide for immediate cancellation and emergency issue of a replacement card. Proposers must specify the time frame between receiving the report of a lost or stolen card and mailing a replacement card. Also, refer to Section F above regarding availability of toll-free telephone service for this process.

L. Card Termination: The KCATA may from time to time notify the contractor of card termination and cancellation. This notification will be in writing or verbally with written confirmation. Upon notification, the contractor shall immediately cancel the appropriate account(s).

Proposers shall specify the time frame between receiving the request and cancellation of the account(s).

M. Card Acceptance: The contractor's card must be issued by a major commercial credit card company. It shall be widely accepted by a variety of vendors used by the KCATA both locally and nationally because orders will be placed in person, online or by telephone/fax. Proposers shall describe the card's general acceptance both locally (Kansas City metropolitan area) and nationally. The contractor shall work in cooperation with the KCATA to insure vendors accept the credit card for tax-exempt transactions.

N. New Merchants: The contractor should have an established program to recruit new businesses when notified by the KCATA that the contractor's card was not accepted by a particular vendor. Proposers shall describe this program and its level of success.

O. Billing Documentation: Billing statements shall be provided at an agreed upon interval to cardholders, Department Heads and any additional staff identified by the KCATA. A consolidated billing statement will be provided to the KCATA and cardholders will receive individual monthly statements. Most KCATA personnel using the cards will have access to the internet. The contractor shall provide on-line cardholder statements and reports. Invoices for all users of the contract must meet the KCATA's requirements. The successful proposer must send an itemized invoice at the interval agreed upon which must include the information listed below:

1. Name of the cardholder and account number
2. Name of merchant
3. Date supplies or services were purchased
4. Itemized cost for each item/service.



Backup documentation for each purchase shall be available upon request from the cardholder or KCATA. Proposers shall identify the time frame required to provide backup documentation and method required for request (phone, fax, etc.)

- P. Transmittal of Billing Information: Although hard copy billing statements are required to be provided, alternative methods of transmitting billing information for payment are highly desirable and will be considered. Although the KCATA is not currently able to upload credit card activity into their financial system for reconciliation it is expected that the contractor will work closely with the KCATA's information technology and accounting staff to facilitate the use of technology. If an alternative method is agreed upon and developed, the file reports should contain, at a minimum, a list of all detailed purchasing card transactions and a record or file of control information (i.e. total records transmitted, total dollars in current period card transactions, total dollars in current period credits) so the KCATA can verify all billing information has been received and processed.

Proposers shall provide the following information regarding transmittal of billing information:

1. Available methods for transmittal of billing information (EDI, etc.) and what, if any, payment parameters are associated with each billing format.
2. User-specific information that can be attached to each cardholder account.
3. A description of the proposer's technical support for electronic billing processes.

The description should include what work hours tech support is available to the KCATA as well as descriptive information regarding staffing, experience and other pertinent factors.

- Q. Billing File Security and Quality Control: The KCATA does not accept electronic billing files currently, however the financial system has the capability which is being reviewed for feasibility. Therefore, we are requesting the proposers describe the following:

1. Security: How card information is kept secure including the name of the encryption method or software used.
2. Back-Up and restore procedures: How billing files are backed up and the process to restore lost files.
3. Availability of billing file copies: How the KCATA can obtain a copy of a billing file and the timeframe it would take to accomplish this.
4. File transmission quality control - How the proposer will control/insure the following:
  - a. Report files are transmitted at the same time and day interval
  - b. No duplicate transactions or files are transmitted
  - c. File will contain the accurate and complete set of transactions for the specified time interval

- R. Contractor Database Access: Proposers shall describe the capability to access their database through the internet. Describe any time limitations/allowances on such access. Describe the level of compatibility with major PC-based software for downloading data and information.

- S. Billing Interval (Period): The KCATA is willing to consider alternative billing periods such as monthly, bi-weekly or other. Proposers shall fully describe their billing alternatives including the following:

1. Policies governing the timing of vendor billing relative to the delivery of goods and services.
2. Available billing schedules (monthly, weekly, etc.) and time frames involved for close of billing period, transmittal of billing information and payment requirement.
3. Discounts or rebates such as a prompt payment discount or volume discount, if any, available for

each billing schedule.

- T. Payment: Payment shall be due within an agreed upon number of days after acceptance of all products or services or receipt of a correct invoice for payment, whichever is latest.

When payment is by mail, the date of the postmark shall be deemed the date of payment.

Proposers should describe different payment methods that are available, how they work and what discounts, if any, would be available.

- U. Late Charges: If late charges will be assessed to the KCATA's account, proposers shall describe in full detail the rate, how and when the charges would be invoked and how the charges would be billed, including a sample calculation.

- V. Sale of Cardholder Information: The contractor shall not sell, rent or otherwise distribute a list of participating cardholders, their addresses or any other information to any person, firm or other entity for any purpose without the written consent of the KCATA.

- W. Reports: The contractor shall provide reports that show monthly (or other agreed upon interval) transaction detail by cardholder, by department and by the KCATA as a whole.

Reports shall also be capable of showing transactions by vendor. Reports shall enable the

KCATA to reconcile all card transactions including charges, credits, disputes, adjustment, duplicates, etc.

Proposers shall describe their reporting system fully and provide report samples.

Proposers shall fully describe the extent of spending analysis detail available in areas such as line items and point of sale transactions (date, amount, specifics, ship-to information, etc.). The contractor shall provide the KCATA's Accounting Office with a 1099 report with the following data: merchant name, merchant address, taxpayer ID number, total sales, SIC/MCC number. This 1099 report will be provided in electronic format by January 15 each year.

- X. Annual Report: The contractor must establish formal evaluation and quality control procedures to monitor each facet of the final contract. The evaluation and quality control procedures must provide sufficient information to allow the KCATA to monitor the program's progress and effectiveness. Data will be supplied to allow evaluation of program objectives such as increasing merchant's acceptance and cost containment through bench marking comparisons (e.g. number of AP checks and PO's). The contractor will submit the quality control report to the KCATA no later than June 1 each year.

- Y. Card Life and Renewal: Card life cannot exceed two years and all cards are subject to earlier cancellation. On a monthly basis, the contractor shall submit a report to the KCATA showing all cards which will expire within the next sixty (60) days.

- Z. Credit Setup: The contractor is expected to provide a line of credit to the KCATA, as a whole, sufficient for its purchasing needs; the overall KCATA credit limit will be apportioned to the individual users sufficient for their needs, pursuant to the designation by the KCATA P-Card Administrator.

AA. Use of Cards:

- a. Liability Waiver – The contractor shall assume all liability for any unauthorized use of cards, and for account numbers, etc. that are fraudulently used, lost or stolen, pursuant to industry wide best practices.
- b. Card Insurance - The contractor shall obtain and maintain standard insurance for purchasing cards pursuant to industry wide best practices.
- c. Cardholder Usage – The card will be used to procure commodities, fuel, travel, services, food, lodging and transportation.

## SECTION 3 - PROPOSAL INSTRUCTIONS

### 1. General Information

- A. The terms “solicitation” and “Request for Proposals (RFP)” are used interchangeably, and the terms “offer” and “proposal” are used interchangeably. The terms “Proposer,” “Contractor” and “Offeror” are also used interchangeably.
- B. Interested firms may submit proposals until proposal closing at **11:00 a.m. on August 15, 2016**. Proposals received after the time specified may not be considered for award. Proposals received via facsimile (fax) or electronic mail (e-mail) will not be considered. Proposals must meet specified method of submittal or they will not be opened or considered responsive. **Proposals must be delivered or mailed to KCATA’s Procurement Department at 1350 E. 17th Street, Kansas City, MO 64108.**
- C. Submitting a proposal constitutes a firm offer to KCATA for ninety (90) days from the closing date.
- D. KCATA is not responsible for any cost or expense that may be incurred by the Proposer before the execution of a contract, including costs associated with preparing a proposal or interviews.
- E. The Kansas City Area Transportation Authority is exempt from federal excise, federal transportation and state sales tax and such taxes shall not be included in bid prices/price quotations or proposals. Nevertheless, the Offeror is not exempt from these taxes when purchasing materials directly from its supplier.
- F. In cases where communication is required between bidders and the KCATA, such as requests for information, instruction, clarification of specifications, approval of completed work, etc., such communication shall be forwarded in writing directly to Tamika McDonald, Buyer. Electronic comments, questions and requests for clarification should be sent to Ms. McDonald at [tmcdonald@kcata.org](mailto:tmcdonald@kcata.org) and the subject line should read “RFP #16-7012-35 Purchasing Card Services.”

### 2. Reservations

- A. KCATA reserves the right to waive informalities or irregularities in proposals, to accept or reject any or all proposals, to cancel this RFP in part or in its entirety, and to re-advertise for proposals if it is in the best interest of the Authority. KCATA shall be the sole judge of what is in its best interest with respect to this RFP.
- B. KCATA also reserves the right to award a contract solely on the basis of the initial proposal without interviews, discussions, or negotiations. Therefore, offers should be submitted to KCATA on the most favorable terms possible, from a cost or price and technical standpoint.

### 3. Proposer’s Responsibilities

- A. By submitting a proposal, the Proposer represents that:
  - 1. The Proposer has read and understands the RFP and the proposal is made in accordance with the RFP requirements and instructions; and agrees to furnish and deliver the items or perform services as described herein for the consideration stated in accordance with the terms and conditions listed in the KCATA RFP. The rights and obligations of the parties to any resultant purchase order/contract shall be subject to and governed by this document and any documents attached or incorporated herein by reference.
  - 2. The Proposer possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to KCATA; and

3. It is authorized to transact business in the State of Missouri.

B. Before submitting a proposal the Proposer should make all investigations and examinations necessary to ascertain site or other conditions and requirements affecting the full performance of the contract.

#### **4. Authorization to Propose**

If an individual doing business under a fictitious name makes the proposal, the proposal should so state. If the proposal is made by a partnership, the full names and addresses of all members of the partnership must be given and one principal member should sign the proposal. If a corporation makes the proposal, an authorized officer should sign the proposal in the corporate name. If the proposal is made by a joint venture, the full names and addresses of all members of the joint venture should be given and one authorized member should sign the proposal.

#### **5. Withdrawal & Incomplete Proposals**

A. Proposals may be withdrawn upon written request received by KCATA before proposal closing. Withdrawal of a proposal does not prejudice the right of the Proposer to submit a new proposal, provided the new proposal is received before the closing date.

B. Incomplete proposals may render the proposal non-responsive.

#### **6. Modification of Proposals**

Any proposal modifications or revisions received after the time specified for proposal closing may not be considered.

#### **7. Approved Equals**

A. Wherever brand, manufacturer, or product names are used, they are included only for the purpose of establishing a description of minimum quality of the requested item unless otherwise specified. This inclusion is not to be considered as advocating or prescribing the use of any particular brand or item or product. However, approved equals or better must be pre-approved by the KCATA.

B. All requests for approved equals shall be received in writing. Any changes to the specifications will be made by addendum. Proposers may discuss the specification with the KCATA Procurement Department; however, requests for changes shall be written and documented.

C. When an approved equal is requested, the bidder shall demonstrate the quality of its product to the KCATA, and shall furnish sufficient technical data, test results, etc., to enable the KCATA to determine whether the Proposer's product is or is not equal to specifications.

#### **8. Unbalanced Proposals**

KCATA may determine that an offer is unacceptable if the prices proposed are materially unbalanced. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work.

#### **9. Protests**

A. The following protest procedures will be employed for this procurement. For the purposes of these procedures, "days" shall mean business days of KCATA administrative personnel which are days other than a Saturday, Sunday or legal holiday observed by KCATA for such administrative personnel.

- B. **Pre-Submittal** - A pre-submittal protest is received prior to the proposal due date. Pre-submittal protests must be received by the Authority, in writing and addressed to the KCATA Chief Financial Officer, no later than five (5) days before the bid closing date.
- C. **Post-Submittal/Pre-Award** - A post-submittal/pre-award protest is a protest against making an award and is received after receipt of proposals but before award of a contract. Post-submittal protests must be received by the Authority, in writing and addressed to the KCATA Chief Financial Officer, no later than five (5) days after the bid closing date.
- D. **Post-Award** - Post-Award protests must be received by the Authority, in writing and addressed to the KCATA Chief Financial Officer, no later than five (5) days after the date of the Notice of Intent to Award.
- E. The KCATA Chief Financial Officer shall respond in writing within five (5) days from the date of the written request. If the protester is not satisfied with the response of the KCATA Chief Financial Officer, the protester may appeal in writing to the KCATA Chief Operations Officer within five (5) days from the date of the KCATA Chief Financial Officer's response.
- F. The KCATA Chief Operations Officer will decide if the protest and the appeal (if any) have been given fair and reasonable consideration, or if additional consideration is warranted. The KCATA Chief Operations Officer's response will be provided within ten (10) days after receipt of the request. The KCATA Chief Operations Officer's decision is final and no further action on the protest shall be taken by the KCATA.
- G. By written notice to all parties, the KCATA Chief Financial Officer may extend the time provided for each step of the protest procedures, extend the date of notice of award, or postpone the award of a contract if deemed appropriate for protest resolution.
- H. Protesters shall be aware of the Federal Transit Administration's (FTA) protest procedures with the FTA Regional Office (ref: FTA Circular 4220.1F) If federal funding is involved, FTA will review protests from a third party only when: 1) a grantee does not have a written protest procedure or fails to follow its procedure, or fails to review a complaint or protest; or 2) violations of specific federal laws or regulations have occurred.
- I. An appeal to FTA must be received by FTA's regional office within five (5) working days of the date the protester learned or should have learned of KCATA's decision. Protests shall be addressed to: Regional Administrator, FTA Region 7, 901 Locust, Room 404, Kansas City, Missouri, 64106.

## 10. Disclosure of Proprietary Information

- A. A proposer may restrict the disclosure of scientific and technological innovations in which it has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the proposal by:
  - (1) marking each page of each such document prominently in at least 16 point font with the words "Proprietary Information;"
  - (2) printing each page of each such document on a different color paper than the paper on which the remainder of the proposal is printed; and
  - (3) segregating each page of each such document in a sealed envelope, which shall prominently display, on the outside, the words "Proprietary Information" in at least 16 point font, along with the name and address of the Proposer.
- B. After either a contract is executed pursuant to this RFP, or all proposals are rejected, the proposals will be considered public records open for inspection. If access to documents marked "Proprietary Information," as provided above, is requested under the Missouri Open Records Law, Section 610 of the Revised Statutes of

Missouri, the KCATA will notify the Proposer of the request and the Proposer shall have the burden to establish that such documents are exempt from disclosure under the law. Notwithstanding the foregoing, in response to a formal request for information, the KCATA reserves the right to release any documents if the KCATA determines that such information is a public record pursuant to the Missouri Sunshine Law.

## 11. Disadvantaged Business Enterprise (DBE) Requirements

- A. This Contract is subject to the Requirements of Title 49, Code of Federal Regulations Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. KCATA's overall goal for DBE participation is 8.5%. **A separate contract goal has not been established for this procurement.**
- B. **Non-discrimination** - Proposers shall not discriminate on the basis of race, color, national origin, or sex in the performance of this project. The Proposer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Proposer to carry out these requirements is a material breach of the resulting contract, which may result in the termination of the contract or such other remedy as KCATA deems appropriate.
- C. **DBE Certification** - DBE firms may participate as prime Contractors, subcontractors or suppliers. KCATA will only recognize firms that are certified as DBEs under the DOT guidelines found in 49 CFR Part 26. Firms must be certified as a DBE by a member of the Missouri Regional Certification Committee, which includes KCMO, MoDOT, City of St. Louis, Metro in St. Louis or KCATA. A list of certified firms may be found at [www.modot.mo.gov/ecr/index.htm](http://www.modot.mo.gov/ecr/index.htm). MBE and WBE certifications from other agencies will not be considered.
- D. **DBE Requirements** - Please see Section 6 for DBE requirements applicable to this RFP and any resulting contract. Section 6 forms and/or waivers must be completed with great care by each offeror to ensure that the offer is acceptable.

## SECTION 4 - PROPOSAL SUBMISSION, EVALUATION AND AWARD

### 1. Proposal Format

Proposals shall be submitted as follows.

- A. The proposal package consists of three (3) sealed volumes. These shall be sealed and clearly labeled.
- B. The proposal shall consist of an original and four (4) full, complete, and exact copies of the original proposal. All copies shall be separately collated in 3-Ring Binders, and all copies and originals shall have the **RFP #16-7012-35** and name “**Purchasing Card Services**”, the offeror’s identity, volume number and volume title printed on the cover page.
- C. Volumes shall be submitted in the following order:
  1. Volume I – Cost/Price Proposal
    - a. Hard Copies: One (1) original and one (1) copy
    - b. Electronic Copy: One (1) of the Cost Proposal on either CD or flash drive.
  2. Volume II – Technical Proposal
    - a. Hard Copies: One (1) original and Four (4) copies
    - b. Electronic Copy: One (1) electronic copies of the Technical Proposal on either CD or flash drive.
  3. Volume III – Contractual
    - a. Hard Copies: One (1) original of the completed signed solicitation documents to include DBE & subcontractor documents, Receipt of Addenda form (if issued) and the documents listed in Section 7 Attachment, unless otherwise noted that a particular attachment belongs in a different Volume of the submittal.
    - b. Electronic Copy: One (1) electronic copy of the Contractual Proposal on either CD or flash drive.

**NOTE:** DO NOT include any pricing from the Official Proposal Price Sheet on the technical proposal copies, including the CDs or Flash Drives. Pricing from the Official Proposal Price Sheet must be separately sealed from the technical proposal response and clearly marked as pricing information.

- D. The proposal documents should be page numbered. The bidder should ensure all copies and all electronic media are identical to the bidder’s hardcopy original bid. In case of a discrepancy, the hardcopy shall govern.

### 2. Volume I - Cost/Price Proposal

- a. KCATA anticipates awarding a fixed price contract.
- b. KCATA will evaluate cost/price proposals for reasonableness, completeness, and realism as appropriate.
- c. Detailed and summary cost proposal forms are attached as Attachment K. Proposers are asked to submit detailed budgets by task and in summary format. The task budget for each task should present a breakdown of number of hours and fully loaded hourly rates by firm, position and name.
- d. Proposers are also asked to submit estimated travel expenses by task and in summary format. KCATA’s Travel Policy for Contractors (Attachment D) applies to this procurement.
- e. The costs/prices included in the cost/price proposal should include all items of labor materials, and other costs necessary to perform the contract. Any items omitted from this RFP which are clearly necessary for the completion of the work being proposed should be considered part of the work though not directly specified or called for in this RFP.



- f. The Kansas City Area Transportation Authority is exempt from federal excise, federal transportation and state sales tax and such taxes shall not be included in bid prices/price quotations or proposals. Nevertheless, the Offeror is not exempt from these taxes when purchasing materials directly from its supplier.

### 3. Volume II - Technical Proposal

- A. Each technical proposal should enable the evaluation committee to make a thorough evaluation and arrive at a sound determination as to whether or not the proposal will meet KCATA's requirements. Each technical proposal must be so specific, detailed and complete as to clearly and fully demonstrate that the Proposer has a thorough knowledge and understanding of the requirements and has valid and practical solutions for technical problems. Statements which paraphrase the requirements or state that "standard procedures will be employed" are inadequate to demonstrate how the Proposer will comply with the requirements of this procurement.

1) Technical Proposal Page Limit

- i. The technical proposal page limit is 30 pages. If a Proposer submits a proposal exceeding this limit, KCATA will consider the pages up to the allowable number and discard all subsequent pages. The Technical Proposal should be clearly written and as brief as possible while providing all the information requested. By submission of a technical proposal, the Offeror acknowledges having read and understood the specifications.
- ii. The following are excluded from the page count:
- Title Page
  - Table of Contents
  - Letter of Transmittal
  - Tabs or Indices
  - Additional lists of references
  - Résumé/background information (please restrict to a maximum of three (3) pages per individual)
  - Required forms such as Licenses, Certifications and Financial Data
- iii. One page is defined as one side of a single, 8-1/2 x 11" page, with 11 point minimum font size for the substantive text. Any page over this size will be counted as two (2) pages. Any page or partial page with substantive text, tables, graphics, charts, résumés, etc. will be counted as one (1) page. Proposers may use their discretion for the font size of other materials (e.g. graphics, charts). KCATA discourages the inclusion of marketing materials.

- B. To achieve a uniform review process and obtain the maximum degree of compatibility, technical proposals must be organized as follows:

1. Title Page

Show the RFP number and title, the name of the firm, address, telephone number(s), name and title of contact person, telephone number(s), email address, facsimile number and date.

2. Table of Contents

Clearly identify the materials by section and page number.

3. Letter of Transmittal

The letter should be addressed to Michael Graham, Chief Financial Officer, and signed by a corporate officer with authority to bind the firm. The letter must contain the following:

- a. Identification of proposing firm(s), including name, address, telephone number(s) and email addresses of each subcontractor
- b. Proposed working relationship among proposing firms (e.g., prime, subcontractor), if applicable
- c. Name, title, address, telephone number and email address of the contact person for the project
- d. Briefly state the Firm understands the services to be performed and make a positive commitment to provide the services as specified
- e. Identification of parent or affiliated offices that will be available and/or necessary in serving KCATA's needs
- f. Acknowledge receipt of addenda, if any

4. Exceptions, Omissions and Form of Contract

- a. Exceptions. The proposal should clearly identify any exceptions to the requirements set forth in this RFP.
- b. Omissions. The contractor will be responsible for providing all services, equipment, facilities, and functions which are necessary for the safe, reliable, efficient, and well-managed operation of the program, within the general parameters described in this RFP, and consistent with established industry practices, regardless of whether those services, equipment, facilities, and functions are specifically mentioned in this RFP or not. The proposer should clearly identify any omissions to the requirements set forth in the RFP.
- c. Sample Contract and Conditions. In addition to carefully reading all of the information in the RFP, the proposer must carefully read and review the attached sample contract (Attachment J). The successful proposer will be required to enter into a contract with KCATA which will be substantially similar to the sample provided. **Therefore, the proposer must submit any proposed changes to the sample contract with the proposal. Any requested changes must be made legibly and conspicuously. Page(s) on which the change(s) appear must be tabbed so as to be easily identified. The proposer must also provide the rationale for any requested changes.** If no changes are requested, the proposer will be deemed to have accepted the sample contract. **If the proposer request changes, such requests will be considered in any negotiations with the KCATA.** Failure to reach an agreement may result in KCATA pursuing negotiations with the second ranked proposer.

5. Subcontractor Utilization.

- a. Subcontractors must be approved by KCATA prior to contract award. If applicable, Proposers shall provide the following information regarding unaffiliated firms that will perform a portion of the work.
  - Company name
  - Address

- Contact person and title
- Telephone number, facsimile number and email address
- Indicate if an affiliate or subsidiary of another firm and provide details
- Date business established and number of years under present ownership/management
- Services to be performed on this project and anticipated cost of work subcontracted
- Resumes indicating experience, education, licenses and certifications of key personnel that will be involved in this project
- Provide up to five (5) current, relevant references for contracts performing similar work. Include contract amount, contract start/end dates, type of services performed, assigned Project Manager or other key personnel

b. Include the following signed and dated certification statement:

*“I certify that each subcontractor has been notified that it has been listed in this proposal and that each subcontractor has consented, in writing, to its name being submitted for this RFP. Additionally, I certify that I shall notify each subcontractor in writing if the award is granted to my firm, and I will make all documentation available to KCATA upon request.”*

6. Key Personnel Experience and Qualifications

- a. Provide a brief synopsis of the institution, including when and where incorporated, major business activities and a listing of officers of the company. State whether the institution is local, regional or national and how it has been in existence under current ownership/management.
- b. Provide resumes for the proposed account manager and other key personnel and discuss the qualifications these individuals bring to the project including management of governmental accounts.

4. **Volume III – Contractual**

- A. Financial Condition of the Firm. Financial data will be held in confidence and will not become part of the procurement file or the awarded contract file. In this section the Proposer must submit information demonstrating that it is financially sound and has the necessary financial resources to perform the contract in a satisfactory manner. The Proposer is required to permit KCATA to inspect and examine its financial statements. The Proposer shall submit the firm’s most recent unaudited financial statements as well as two (2) years of its most recent audited annual financial statements. These statements consist of Statement of Financial Position (Balance Sheet), Results of Operations (Income Statement), Statement of Cash Flow, and Statement of Retained Earnings, and applicable footnotes. Supplementary financial information may be requested as necessary.
- B. Disclosure of Investigations/Actions. Proposer must provide a detailed description of any investigation or litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, the disposition.
- C. Debarment
  1. The Proposer must certify that is not included in the “U. S. General Services Administration’s List of Parties Excluded from Federal Procurement or Non-procurement Programs.”
  2. The Proposer agrees to refrain from awarding any subcontractor of any amount (at any tier) to a

debarred or suspended subcontractor, and to obtain a similar certification from any subcontractor (at any tier) seeking a contract exceeding \$25,000.

3. The Proposer agrees to provide KCATA with a copy of each conditioned debarment or suspension certification provided by a prospective subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained.

#### D. Lobbying

1. Pursuant to Public Law 104-65, the Proposer is required to certify that no Federal funds were used to influence or attempt to influence an officer or employee of any Federal department or agency, a member of Congress or State legislature, an officer or employee of Congress or State legislature, or an employee of a member of Congress or State legislature regarding the project(s) included in this contract.
2. Proposers who use non-Federal funds for lobbying on behalf of specific projects or proposals must submit disclosure documentation when these efforts are intended to influence the decisions of Federal officials. If applicable, Standard Form-LLL, "Disclosure Form to Report Lobbying", is required with the Proposer's first submission initiating the KCATA's consideration for a contract. Additionally, Disclosure forms are required each calendar quarter following the first disclosure if there has been a material change in the status of the previous disclosure. A material change includes: 1) a cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; 2) a change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or 3) a change in the officer(s) or employee(s) or Member(s) contacted to influence or attempt to influence a covered Federal action.
3. The Proposer is required to obtain the same certification and disclosure from all subcontractors (at all tiers) when the Federal money involved in the subcontract is \$100,000 or more. Any disclosure forms received by the Proposer must be forwarded to the KCATA.

#### E. Employee Eligibility Verification

1. The Proposer is required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a Federal work authorization program with respect to employees working in connection with the contracted services.
2. The Proposer shall also affirm that it does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under Federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3).
3. The Proposer is required to obtain the same affirmation from all subcontractors at all tiers.

#### F. Proposer Status and Affirmative Action

1. Vendor Registration. All firms doing business with the KCATA shall complete a Vendor Registration Form (Attachment A). However, bidders that have previously submitted a form within the past two (2) years need not submit a Vendor Registration Form. It is the vendors' responsibility to keep a current Form on file with the KCATA Procurement Department.
2. Affirmative Action Compliance.
  - a) Contractors and subcontractors agree to comply with Federal Transit Law, specifically 49 U.S.C. 5332 which prohibits discrimination, including discrimination in employment and discrimination

in business opportunity.

- b) Firms that have not filed an Affirmative Action compliance certification with the KCATA in the past year shall submit an Attachment B.
- c) An exemption from filing an Affirmative Action Program may be requested if your firm has fewer than fifty (50) employees. To do so, a signed, notarized Attachment B shall be submitted.
- d) A current Certificate of Affirmative Action compliance from a local government agency may be submitted in lieu of a program or policy statement.
- e) For questions on these requirements, or assistance in completing the forms, please contact KCATA's Contracting/Supplier Diversity Coordinator at (816) 346-0224.

## 5. Basis for Contract Award

- A. This is a "Best Value," competitive, negotiated source selection. Award of contract, if any, will be made to the responsive and responsible Proposer whose offer conforming to the solicitation is judged by an integrated assessment of the evaluation criteria to be the most advantageous to the Authority, price/cost and other factors considered. For this procurement, all evaluation factors other than cost/price, when combined are more important than cost/price.
- B. KCATA may select other than the lowest cost/priced, technically acceptable offer if it is determined that the additional technical merit offered is worth the additional cost in relation to other proposals received. KCATA is more concerned with obtaining excellent technical features than with making an award at the lowest overall cost/price to the Authority. However, the Authority will not make an award at a significantly higher overall cost to achieve only slightly superior technical features.
- C. Offerors are further cautioned that KCATA may not necessarily make an award to the Proposer with the highest technical ranking if doing so would not represent the best value to KCATA. For evaluation purposes, if proposals become more technically equivalent, then cost/price becomes more important and may be the deciding factor.

## 6. Evaluation Criteria

Proposals will be evaluated by the evaluation committee on the following criteria. The combined technical factors combined are significantly more important than price. A total of 100 points can be awarded. The weighted areas are listed below.

1. Experience and Expertise. This factor includes: (25 points possible)
  - Experience, education, skills, qualifications and availability of the account executive and individual team members assigned to the KCATA account.
  - Proposers' understanding of the requirements and its capacity and ability to provide the broad spectrum of consulting services.
  - Proposers' knowledge of relevant markets for all requested insurance products and demonstrated access to and purchasing capability within such markets.
  - Value added services Proposer will provide that are not specifically required in this RFP.
2. Performance Record. This factor includes: (25 points possible)
  - Performance providing similar services in size, scope and complexity of the required work.

- Awareness and ability to timely and accurately communicate emerging trends, opportunities, regulatory updates and liabilities to clients.
- Demonstrated record of quality customer service.
- Demonstrated ability of account executive and account team to meet the requirements of current and past contracts and work assignments.

3. Proposal Merit. This factor includes: (20 points possible)

- Compliance with solicitation requirements.
- Quality, clarity of content and thoroughness of proposal.

4. Financial Responsibility: This factor includes: (20 points possible)

- Affirmative demonstration of sufficient financial resources to perform the contract.
- Satisfactory capitalization and corporate structure.
- Impact of recent or foreseen mergers or acquisitions.
- Registration and in good standing with the Missouri Secretary of State.
- Proposer's submission of the firm's last 2 years, audited financials.

5. Price. This factor includes: (10 points possible)

The program must include a rebate offering. Other program incentives may be offered. The KCATA expects the rebate to be calculated using the aggregate KCATA P-Card spending on an annual basis and receipt of rebate checks no later than 30 days following the conclusion of each year. Other rebate payment receipt schedules (i.e. bi-annually, quarterly, and monthly) may be proposed.

## 7. **Presentations/Interviews/Written Responses**

After the closing date, selected Proposers with the highest evaluation score(s) may be invited to interview with the evaluation committee concerning its technical proposal. The evaluation committee may also require a Proposer(s) to submit written responses to questions regarding its proposal. Proposers selected for interview will be notified.

## 8. **Negotiations & Best and Final Offer (BAFO)**

- Additional contract negotiations may be required with the highest ranked proposers prior to final contract award. KCATA may solicit a revised proposal or a Best and Final Offer (BAFO) from one or more proposers. KCATA may or may not contact all proposers to negotiate and/or to submit a BAFO.
- After receipt of the results of the proposal evaluations, interviews, and BAFO(s), if applicable, the evaluation committee will complete its evaluation and recommend for award the responsible proposer(s) judged to provide the best value to the Kansas City Area Transportation Authority.

## **SECTION 5 - CONTRACT TERMS AND CONDITIONS**

### **ARTICLE 1: ACCEPTANCE OF MATERIALS – NO RELEASE**

Acceptance of any portion of the products, equipment or materials prior to final acceptance shall not release the Contractor from liability for faulty workmanship or materials, or for failure to fully comply with all of the terms of this Contract. KCATA reserves the right and shall be at liberty to inspect all products, equipment or materials and workmanship at any time during the Contract term, and shall have the right to reject all materials and workmanship which do not conform with the conditions, Contract requirements or specifications; provided, however, that KCATA is under no duty to make such inspection, and Contractor shall (notwithstanding any such inspection) have a continuing obligation to furnish all products, services, equipment or materials and workmanship in accordance with the instructions, Contract requirements and specifications. Until delivery and acceptance, and after any rejections, risk of loss will be on the Contractor, unless loss results from negligence of KCATA.

### **ARTICLE 2: AGREEMENT IN ENTIRETY**

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.

### **ARTICLE 3: ASSIGNMENT**

The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of KCATA. In the event of KCATA's consent to assignment of this Contract, all of the terms, provisions and conditions of the Contract shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representative.

### **ARTICLE 4: BANKRUPTCY**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail, written notification of the bankruptcy to the KCATA official identified in the "Notification and Communication" section. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of KCATA Contract numbers against which final payment has not been made. This obligation remains in effect until final payment under this Contract.

### **ARTICLE 5: BREACH OF CONTRACT; REMEDIES**

- A. If the Contractor shall fail, refuse or neglect to comply with any terms of this Contract, such failure shall be deemed a total breach of contract and the Contractor shall be subject to legal recourse by KCATA, plus costs resulting from failure to comply including the KCATA's reasonable attorney fees, whether or not suit be commenced.
- B. The duties and obligations imposed by this Contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law or equity. No action or failure to act by KCATA shall constitute a waiver of any right or duty afforded under this Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

### **ARTICLE 6: CHANGES**

KCATA may at any time, by a written order, and without notice to the Contractor, make changes within the general scope of this Contract. No such changes shall be made by the Contractor without prior written approval by KCATA. If any such change causes an increase or decrease in the Contract sum, or the time required for performance of this Contract, whether changed or not changed by such order, an equitable adjustment shall be made by written modification. Any

Contractor's claim for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change. Nothing in this clause shall excuse the Contractor from proceeding with this Contract as changed.

## **ARTICLE 7: CHANGES TO FEDERAL REQUIREMENTS**

Contractor shall at all times be aware and comply with all applicable Federal Transit Administration regulations, policies, procedures and directives, including without limitation, those listed directly or by reference in the Agreement between the Authority and FTA (FTA MA (18) dated October 1, 2011), as they may be amended or promulgated from time to time during the term of this Contract. Contractors' failure to so comply shall constitute a material breach of this Contract. Contractor agrees to include this clause in all subcontracts at any tier. It is further agreed that the clause shall not be modified, except to identify the subcontractors who will be subject to its provisions.

## **ARTICLE 8: CIVIL RIGHTS**

**A. Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, age, sex, sexual orientation, gender identity, national origin or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing regulations that the Federal Transit Administration (FTA) may issue.

**B. Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Contract:

1. Race, Color, Creed, National Origin or Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, *et seq.*, and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, age, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
2. Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**C. ADA Access Requirements.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 and section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the



Contractor agrees that it will comply with the requirements of U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and U.S. Department of Transportation regulations, "Americans with Disabilities Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38, pertaining to facilities and equipment to be used in public transportation. In addition, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. Contractor also agrees to comply with any implementing requirements FTA may issue.

- B.** Contractor understands that it is required to include this Article in all subcontracts. Failure by the Contractor to carry out these requirements or to include these requirements in any subcontract is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the KCATA deems appropriate, including but not limited to withholding monthly progress payments and/or disqualifying the Contractor from future bidding as non-responsible.

#### **ARTICLE 9: CONFLICTS OF INTEREST (ORGANIZATIONAL)**

The Contractor certifies that it has no other activities or relationships that would make the Contractor unable, or potentially unable, to render impartial assistance or advice to KCATA, or that would impair the Contractor's objectivity in performing work under this Contract, or that would result in an unfair competitive advantage to Contractor or to another third party performing the Project work.

#### **ARTICLE 10: CONTINUITY OF SERVICES**

The Contractor recognizes that the services under this Contract are vital to the KCATA and must be continued without interruption and that, upon contract expiration, a successor, either the KCATA or another contractor may continue them.

The Contractor agrees to (1) furnish phase-in training (2) exercise it best efforts and cooperation to effect an orderly and efficient transition to a successor, and (3) time is of the essence. If transition to successor or KCATA, Contractor shall be liable for reasonable costs incurred by KCATA. Successor to timely complete transaction this determination is solely made by KCATA.

#### **ARTICLE 11: CONTRACTOR'S PERSONNEL**

All of the services required hereunder shall be performed by the Contractor or under its supervision and all personnel engaged in the services shall be fully qualified and authorized under state and local law to perform such services. Any change in the key personnel, as described in the contractor's proposal, shall be subject to the written approval of KCATA; such approval shall not be unreasonably withheld. The parties agree that at all times during the entire term of this Contract that the persons listed in Contractor's proposal shall serve as the primary staff person(s) of Contractor to undertake, render and oversee all of the services of this Contract subject to KCATA's right to remove personnel. KCATA reserves the right to require the Contractor to remove any personnel and or subcontractors for any cause provided such request for removal shall be documented in writing to Consultant.

#### **ARTICLE 12: CONTRACTOR'S RESPONSIBILITY**

No advantage shall be taken by the Contractor or its subcontractor of the omission of any part or detail which goes to make the equipment complete and operable for use by KCATA. In case of any variance, this specification shall take precedence over Contractor's or subcontractor's own specifications. The Contractor shall assume responsibility for all materials and services used whether the same is manufactured by the Contractor or purchased ready made from a source outside the Contractor's company.

### ARTICLE 13: DEBARMENT AND SUSPENSION CERTIFICATION

- A. The Contractor, its principals and any affiliates, shall certify that it is not included in the “U.S. General Services Administration’s List of Parties Excluded from Federal Procurement or Non-procurement Programs,” as defined at 49 CFR Part 29, Subpart C.
- B. The Contractor agrees to refrain from awarding any subcontract of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any subcontractor (at any tier) seeking a contract exceeding \$25,000.
- C. The Contractor agrees to provide KCATA a copy of each conditioned debarment or suspension certification provided by a prospective subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained.

### ARTICLE 14: DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- A. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE’s) is 10 percent. *KCATA’s overall goal for DBE participation is 8.5 percent. No separate contract goal has been established for this procurement.*
- B. The Contractor shall not discriminate on the basis of race, color national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR. Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as KCATA deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).
- C. The Contractor may not substitute, remove or terminate a DBE subcontractor without KCATA’s prior written consent. Written consent of termination may only be given if the Contractor has demonstrated good cause. Before submitting its request to terminate or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to KCATA, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor must give the DBE five days to respond to the Contractor’s notice and advise KCATA and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why KCATA should not approve the Contractor’s action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.
- D. **Good Cause.** Good cause includes the following circumstances:
  - 1. The listed DBE subcontractor fails or refuses to execute a written contract; or
  - 2. The listed DBE subcontractor fails or refuses to perform the work of its normal industry standards. Provided, however, that the good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Prime Contractor; or
  - 3. The listed DBE subcontractor fails or refuses to meet the Prime Contractor’s reasonable, nondiscriminatory bond requirements; or
  - 4. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness; or
  - 5. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1200 or applicable state law; or

6. The DBE subcontractor is not a responsible contractor; or
7. The listed DBE subcontractor voluntarily withdraws from the project and provides the Prime Contractor written notice of its withdrawal;
8. The listed DBE is ineligible to receive DBE credit for the type of work required;
9. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
10. Other documented good cause that compels KCATA to terminate the DBE subcontractor. Provided the good cause does not exist if the Prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the Prime Contractor can substitute another DBE or non-DBE contractor.

**E.** Before submitting its request to terminate or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to KCATA, of its intent to request to terminate and/or substitute, and the reason for the request. The Prime Contractor must give the DBE five days to respond to the Prime Contractor's notice and advise the KCATA and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why KCATA should not approve the Prime Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.

#### **ARTICLE 15: DISCLAIMER OF FEDERAL GOVERNMENT OBLIGATION OR LIABILITY**

The Contractor, and any subcontractors acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Contractor, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract. It is further agreed that the clause shall be included in each subcontract and shall not be modified, except to identify the subcontractor who will be subject to its provision.

#### **ARTICLE 16: DISPUTE RESOLUTION**

**A.** Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by KCATA's Chief Financial Officer, who shall reduce the decision to writing and mail or otherwise furnish a copy to the Contractor. The decision of the Chief Financial Officer shall be final and conclusive unless within ten (10) days from the date of receipt of such copy the Contractor mails or otherwise furnishes a written appeal addressed to the Chief Executive Officer, with a copy to the Chief Operations Officer and the Chief Financial Officer. The determination of such appeal by the Chief Operations Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or not supported by substantial evidence. In connection with any appeal proceeding under this clause the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, and unless otherwise directed in writing by KCATA, the Contractor shall proceed diligently with performance in accordance with the Chief Financial Officer's decision.

**B.** The duties and obligations imposed by the Contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the KCATA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## ARTICLE 17: EMPLOYEE ELIGIBILITY VERIFICATION

- A. To comply with Section 285.500 RSMo, *et seq.*, the Contractor is required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also affirm that it does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). The Contractor is required to obtain the same affirmation from all subcontractors at all tiers with contracts exceeding \$5,000.
- B. A federal work authorization program is any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and control Act of 1986 (IRCA), P.L.99-603.

## ARTICLE 18: ENVIRONMENTAL REGULATIONS

- A. **Clean Air** - The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 *et seq.* The Contractor agrees to report, and to require each subcontractor at every tier receiving more than \$100,000 from this Contract to report any violation of these requirements resulting from any project implementation activity to KCATA. KCATA will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.
- B. **Clean Water** - The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* The Contractor agrees to report, and requires each subcontractor at every tier receiving more than \$100,000 from this Contract to report any violation of these requirements resulting from any project implementation activity to KCATA. The Contractor understands that KCATA will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.
- C. **Recovered Materials/Recycled Products** - To the extent practicable and economically feasible, the Contractor agrees to provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient. Examples of such products may include, but are not limited to products described in U.S. Environmental Protection Agency guidelines at 40 CFR Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6962), and Executive Order 12873. The Contractor also agrees to include these requirements in each subcontract at every tier receiving more than \$10,000. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- D. **Energy Conservation** – The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The Contractor agrees to include the requirements of this clause in all subcontracts under this Contract.

## ARTICLE 19: FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S DOT regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, apply to its actions pertaining to the Project. Upon execution of the Contract, the Contractor certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, or may make pertaining to the project covered under this Contract. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with this Contract, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include these clauses in each subcontract, and it is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## **ARTICLE 20: GOVERNING LAW; CHOICE OF JUDICIAL FORUM**

This Contract shall be deemed to have been made in, and be construed in accordance with, the laws of the State of Missouri. Any action of law, suit in equity, or other judicial proceeding to enforce or construe this Contract, respecting its alleged breach, shall be instituted only in the Circuit Court of Jackson County, Missouri.

## **ARTICLE 21: HEADINGS**

The headings included in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of intent of any provision, and shall not be construed to affect, in any manner, the terms and provisions hereof of the interpretation or construction thereof.

## **ARTICLE 22: INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS**

The provisions in this Contract include certain standard terms and conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F or any revision thereto, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any KCATA requests that would cause KCATA to be in violation of the FTA terms and conditions. The Contractor agrees to include this clause in all subcontracts at any tier. It is further agreed that the clause shall not be modified, except to identify the subcontractors who will be subject to the provision.

## **ARTICLE 23: INDEPENDENT CONTRACTOR**

- A. The parties agree that the Contractor is an independent contractor under this Contract. Under no circumstance shall the Contractor be considered an agent, employee or representative of KCATA and KCATA shall not be liable for any claims, losses, damages, or liabilities of any kind resulting from any action taken or failed to be taken by the Contractor.
- B. The Contractor shall furnish adequate supervision, labor, materials, supplies, security, financial resources and equipment necessary to perform all the services contemplated under this Contract in an orderly, timely, and efficient manner.

## **ARTICLE 24: INSURANCE**

- A. The insurance required in this Contract shall be written for not less than any limits of liability required by law or by those set forth below, whichever is greater, and shall include blanket contractual liability insurance as applicable to the Contractor's obligations under the Liability and Indemnification section below. All policies, except Professional Liability policies, shall name KCATA, its commissioners, officers, and employees as additional insureds. Explosion, collapse and underground coverage shall not be excluded. The insurance should be written with companies acceptable to KCATA and the companies should have a minimum A.M. Best's insurance rating of A-(VIII). An exception to the minimum A.M. Best rating is granted for Workers Compensation exposures insured through the Builders' Association of Self Insurance Fund (BASIF) or Missouri Employers' Mutual Insurance Company.
- B. The Contractor shall be required to furnish to KCATA copies of required insurance policies and relevant additional insured endorsements of insurance. If copies of the required insurance policies or endorsements are not available, the

Contractor shall be required to furnish certificates of insurance prior to execution of the Contract, and thereafter furnish copies of the policies and additional insured endorsements, from time to time, whenever reasonably requested by KCATA. The certificates (with the exception of Professional Liability and Workers Compensation coverage) shall specifically state that:

1. Contractual liability coverage is applicable; and
  2. The Kansas City Area Transportation Authority, its commissioners, officers and employees are named as additional insureds (Named Insureds) on the policies covered by the certificate; using this specific wording: **Kansas City Area Transportation Authority, its commissioners, officers, and employees are named as additional insureds as respects general liability and where required by written contract. Any coverage afforded the certificate holder as an additional insured shall apply as primary and not excess or contributing to any insurance or self-insurance in the name of the certificate holder, and shall include a waiver of subrogation.**
- C. Further, from time to time and whenever reasonably requested by KCATA, the Contractor shall represent and warrant to KCATA (1) the extent to which the insurance limits identified below have been, or may be, eroded due to paid or pending claims under the policies; and (2) the identity of other entities or individuals covered as an additional insured on the policies. Further, the Contractor shall confirm that the insurers' obligation to pay defense costs under the policies is in addition to, and not part of the liability limits stated in the policies.
- D. All such insurance, with the exception of Professional Liability coverage, shall contain endorsements that the policies may not be canceled or amended or allowed to lapse by the insurers with respect to KCATA its commissioners, officers and employers by the insurance company without thirty (30) days prior notice by certified mail to KCATA in addition to the Named Insured (s) and that denial of coverage or voiding of the policy for failure of Contractor to comply with its terms shall not affect the interest of KCATA, its commissioners, officers and employees thereunder.
- E. The requirements for insurance coverage are separate and independent of any other provision hereunder.

**1. Worker's Compensation:**

1. State: Missouri and/or Kansas – Statutory
2. Employer's Liability: Bodily Injury by Accident -- \$500,000 Each Accident  
Bodily Injury by Disease -- \$500,000 Each Employee  
Bodily Injury by Disease -- \$500,000 Policy Limit

The Contractor and any subcontractor shall maintain adequate workers' compensation insurance as required by law to cover all employees during performance of services, or during delivery, installation, assembly or related services in conjunction with this Agreement.

**2. Commercial General Liability:**

Bodily Injury and Property Damage to include Products and Completed Operations:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate (per project)
- \$1,000,000 Personal and Advertising Injury
- \$50,000 Fire Damage
- \$5,000 Medical Expenses
- 2 Years (Completed Operations)

Contractor shall procure and maintain at all times during the term of the KCATA purchase order or the Contract commercial general liability insurance for liability arising out of the operations of the Contractor and any subcontractors. The policy(ies) shall include coverage for the Contractor's and subcontractors' products and completed operations for at least two (2) years following project completion, or as otherwise noted. The policy(ies) shall name as an additional insured, in connection with Contractor's activities, the KCATA, its commissioners, officers, and employees. Using ISO

Form CG 20 10 11 85 (or OCG20 26 0704 in the case of a Blanket Endorsement), or such other additional insured forms acceptable to KCATA. The Insurer(s) shall agree that its policy(ies) is primary insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance or self-insurance KCATA may have.

**3. Auto Liability:**

Bodily Injury and Property Damage: \$1,000,000 Combined Single Limit

The policy(ies) shall include automobile liability coverage for all vehicles, licensed or unlicensed, on or off the KCATA premises, whether the vehicles are owned, hired or non-owned, covering use by or on behalf of the Contractor and any subcontractors during the performance of work under this Contract.

**4. Professional Liability Insurance**

Professional Liability Limit: \$1,000,000 Each Occurrence  
\$1,000,000 Annual Aggregate

Where applicable, the Contractor shall obtain professional liability insurance covering any damages caused by an error, omission or any negligent acts of the Contractor or its employees with regard to performance under this Agreement.

**5. Pollution Liability**

Pollution Liability Limit: \$1,000,000 Each Occurrence  
\$1,000,000 Annual Aggregate

Where applicable, the Contractor shall obtain and keep in effect during the term of the Contract, Pollution Liability Insurance covering their liability for bodily injury, property damage and environment damage, including clean up and remediation costs arising out of the work or services to be performed under this contract. Coverage shall apply to the above for premises and operations, products and completed operations and automobile liability. Automobile liability coverage may be satisfied by utilizing ISO Endorsement CA 9948 or equivalent.

**6. Umbrella or Excess Liability**

Umbrella or Excess Liability Limit: \$1,000,000 Each Occurrence  
\$1,000,000 Aggregate (per project)

Where applicable, the Contractor shall obtain and keep in effect during the term of the contract, Umbrella or Excess Liability Insurance covering their liability over the limit for primary general liability, automobile liability, and employer's liability.

**ARTICLE 25: LIABILITY AND INDEMNIFICATION**

- A. Contractor's Liability.** Contractor shall be liable for all damages to persons (including employees of Contractor) or property of any type that may occur as a result of any act or omission by Contractor, any subcontractors, or sub-subcontractor, their respective agents or anyone directly employed by any of them or anyone for whose acts any of them may be liable or arising out of any product provided or services rendered under this Agreement.
- B. Subrogation.** Contractor, its agents and any subcontractor hereby waive and relinquish any right of subrogation or claim against KCATA, its commissioners, senior leaders and employees arising out of the use of KCATA's premises (including any equipment) by any party in performance of this Agreement.
- C. Indemnification.**

- 1. To the fullest extent permitted by law, Contractor agrees to and shall indemnify, defend and hold harmless

KCATA, its Commissioners, officers and employees from and against any and all claims, losses, damages, causes of action, suits, liens and liability of every kind, (including all expenses of litigation, expert witness fees, court costs and attorney's fees whether or not suit be commenced) by or to any person or entity (collectively the "Liabilities") arising out of, caused by, or resulting from the acts or omissions of Contractor, subcontractors, or sub-subcontractors, their respective agents or anyone directly or indirectly employed by any of them in performing work under this Contract, and provided such claim is attributable to bodily injury, sickness, disease or death of any person, or injury to or destruction of property, including consequential damages, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, so long as such Liabilities are not caused by the sole negligence or willful misconduct of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

2. In claims against any person or entity indemnified under this section, by an employee or Contractor, subcontractor or sub-subcontractor or anyone directly or indirectly employed by any of them, the indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, subcontractor, or sub-subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts. If any action at law or suit in equity is instituted by any third party against Contractor arising out of or resulting from the acts of Contractor in performing work under this Contract, Contractor shall promptly notify KCATA of such suit.
3. If any action at law or suit in equity is instituted by any third party against KCATA or its commissioners, officers or employees arising out of or resulting from the acts of Contractor, a subcontractor or sub-subcontractor, their respective agents or anyone directly or indirectly employed by any of them in providing products, equipment or materials, or in performing work or services under this Contract, and if Contractor has failed to provide insurance coverage to KCATA against such action as required herein or otherwise refuses to defend such action, KCATA shall have the right to conduct and control, through counsel of its choosing, the defense of any third party claim, action or suit, and may compromise or settle the same, provided that KCATA shall give the Contractor advance notice of any proposed compromise or settlement.
4. KCATA shall permit Contractor to participate in the defense of any such action or suit through counsel chosen by the Contractor, provided that all fees and expenses of such counsel shall be borne by Contractor. If KCATA permits Contractor to undertake, conduct and control the conduct and settlement of such action or suit, Contractor shall not consent to any settlement that does not include as an unconditional term thereof the giving of a complete release from liability with respect to such action or suit to KCATA. Contractor shall promptly reimburse KCATA for the full amount of any damages, including fees and expenses of counsel for KCATA, incurred in connection with any such action.

## **ARTICLE 26: LICENSING, LAWS AND REGULATIONS**

- A.** The Contractor shall, without additional expense to KCATA, be responsible for obtaining any necessary licenses and permits, and for complying with all federal, state, and municipal laws, codes, and regulations applicable to the providing of products, equipment or materials, or the performance of the Services, under this Contract.
- B.** The Contractor shall comply with all applicable and current rules, regulations and ordinances of any applicable federal, state, county or municipal governmental body or authority, including but not limited to those as set forth by the Environmental Protection Agency, the Missouri Department of Natural Resources, the Kansas Department of Health and Environmental, the FTA, the Department of Transportation, and the City of Kansas City, Missouri.



**ARTICLE 27: NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS ARCHITECTURE AND STANDARDS**

The Contractor agrees to conform , to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307 ©, 23 U.S.C. § 512 note, and Contractor agrees to apply with FTA Notice, “FTA National ITS Architecture Policy on Transit Projects” 66 Fed. Reg. 1455, January 8, 2001, and any further implementing directives, except to the extent FTA determines otherwise in writing.

**ARTICLE 28: NOTIFICATION AND COMMUNICATION**

Communications regarding technical issues and activities of the project shall be exchanged with KCATA’s Buyer, Tamika McDonald at (816) 346.0283 or via e-mail at [tmcdonald@KCATA.org](mailto:tmcdonald@KCATA.org).

Issues regarding the contract document, changes, amendments, etc. are the responsibility of KCATA’s Procurement Department. All notices and communications on all matters regarding this Contract may be given by delivery or mailing the same postage prepaid, addressed to the following:

If to KCATA: Tamika McDonald, Buyer  
Kansas City Area Transportation Authority  
1350 East 17<sup>th</sup> Street  
Kansas City, MO 64108

If to Contractor: \_\_\_\_\_  
\_\_\_\_\_

The Contractor shall notify KCATA immediately when a change in ownership has occurred, or is certain to occur.

The addresses to which notices may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

**ARTICLE 29: PRIVACY ACT REQUIREMENTS**

- A. The Contractor agrees to comply with, and assures the compliance of its employees and subcontractors with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552. Among other things, the Contractor agrees to obtain the express consent of the KCATA and/or the Federal Government before the Contractor or its employees operate a system of records on behalf of the KCATA or Federal Government.
- B. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to all individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.
- C. The Contractor agrees that strict privacy will be maintained in the collection, storage, use, transfer, access to and/or security of personnel information. Contractor agrees to protect such information, and to limit the use of the information to that required by the contract.
- D. Contractor shall be liable to each employee for loss of any private or personal information lost or left unsecure by Contractor. Contractor shall not have any personal employee information for any reason outside of this contract.

## **ARTICLE 30: PROHIBITED INTERESTS**

- A.** No board member, officer, employee or agent of KCATA or of a local public body who has participated or will participate in the selection, award, or administration of this Contract, nor any member of his or her immediate family, business partner or any organization which employs, or intends to employ any of the above during such period, shall have any interest, direct or indirect, in this Contract or the proceeds thereof, to any share or part of this Contract, or to any benefit arising there from. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.
- B.** No member of, or delegates to, the Congress of the United States shall be admitted to any share or part of the Contract, or to any benefit arising there from. This shall not be construed to prevent any such person from owning stock in a publicly-owned corporation.

## **ARTICLE 31: PROHIBITED WEAPONS AND MATERIALS**

- A.** Missouri Revised Statutes, Section 571.107 (R.S.Mo. §571.107) allows government units and businesses to prohibit persons holding a concealed carry endorsement from carrying concealed firearms on its premises. Accordingly, KCATA has adopted the following rules prohibiting weapons, whether concealed or not, and whether or not the individual carrying the weapon has an endorsement or permit to carry.
- B.** No weapon, including firearms concealed or not, or other instrument intended for use as a weapon, or any object capable of inflicting serious bodily injury upon another person or property may be carried in or on any facility or property of KCATA, including vehicles of contractors parked on KCATA property or leased facilities, or vehicles used in transporting KCATA customers, even if a person has a permit to carry a concealed weapon, unless authorized in writing to do so by KCATA. For the purposes hereof, a weapon shall include, but not be limited to, a firearm, knife, sword, mace, or any instrument of any kind known as blackjack, billy club, club, sandbag and metal knuckles.
- C.** No explosives, flammable liquids, acids, fireworks, other highly combustible materials, radioactive materials or biochemical materials may be carried on or in any KCATA property, facility or vehicle, including vehicles of contractors parked on KCATA property or leased facilities, or vehicles used in transporting any KCATA customer, except as authorized in writing by KCATA.
- D.** Any contractor, subcontractor, employee or agent thereof, who has a firearm or other weapon, including those used for recreational purposes, in his/her possession, including on his/her person, in a vehicle on an KCATA facility, in a vehicle carrying KCATA customers, or accessible such as in first aid kits, toolboxes, purses, lunch or carrying bags, etc., at any time while performing KCATA contracted services or on KCATA property, including parking lots, concealed or not, shall be immediately prohibited from performing any further KCATA work, even if the person has a permit to carry a concealed weapon.
- E.** Any KCATA contractor, subcontractor, employee or agent thereof, while performing KCATA contracted services or on any KCATA property or facilities, who has in his/her possession, carries, transports, displays, uses, flourishes, or threatens another person with a weapon, radioactive material, biochemical material or other dangerous weapon, object or material, which has the capability of inflicting bodily injury, shall be immediately prohibited from performing any further KCATA work and reported to local law enforcement authorities.

## **ARTICLE 32: RECORD RETENTION AND ACCESS**

- A.** The Contractor agrees that, during the course of this agreement and any extensions thereof, and for three years thereafter, it will maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to this Contract. In the event of litigation or settlement of claims arising from the performance of this Contract, the Contractor agrees to maintain same until such litigation, appeals, claims or exceptions related thereto have been disposed of.
- B.** The Contractor shall permit KCATA, the U.S. Secretary of Transportation, the Comptroller General of the United

States, and, as applicable, the City of Kansas City, Missouri, to inspect all work, materials, construction sites, payrolls, and other data and records, and to audit the books, records, and accounts of the Contractor relating to its performance under this Contract.

- C. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed, and to include this clause in all subcontracts.

### **ARTICLE 33: REQUESTS FOR PAYMENT**

A. Invoices requesting payment shall be submitted directly to KCATA's Procurement Department. All invoices shall be numbered, dated and submitted in duplicate, and contain full descriptive information of materials or services furnished. All invoices and correspondence shall reference KCATA's Contract number. Separate invoices shall be submitted for each purchase order or work (task) order.

B. Payment by KCATA will be made within the later of 1) 30 days after receipt of a proper invoice, or 2) 30 days after KCATA's acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

C. All final invoices shall be submitted to KCATA within 90 days of project completion or contract termination. Invoices submitted more than 90 days after project completion or contract termination will not be valid and will not be paid. Contractor indemnifies and holds KCATA harmless for any suit filed for payment of invoices submitted after 90 days of project completion or contract termination.

#### **D. Subcontractor Payments**

1. Prompt Payment. The Contractor shall establish procedures to ensure timely payment of amounts due pursuant to the terms of its subcontracts. The Contractor shall pay each DBE and non-DBE subcontractor for satisfactory performance of its contract, or any billable portion thereof, in accordance with the timing set forth in any applicable laws or no later than 30 days, whichever is less, from the date of the Contractor's receipt of payment from the Authority for work by that subcontractor.

2. Prompt Return of Retainage. If retainage is withheld from subcontractors, the Contractor is required to return any retainage payment to its DBE and non-DBE subcontractors in accordance with the timing set forth in any applicable laws or no later than 30 days, whichever is less, from the date of receipt of the retainage payment from the Authority related to the subcontractors work. Any delay or postponement of payment from said time frame may occur only for good cause following written approval from KCATA.

3. The Contractor shall certify on each payment request to the Authority that payment has been or will be made to all subcontractors. Lien waivers may be required for the Contractor and its subcontractors. The Contractor shall notify KCATA on or before each payment request, of any situation in which scheduled subcontractor payments have not been made.

4. If a subcontractor alleges that the Contractor has failed to comply with this provision, the Contractor agrees to support any Authority investigation, and if deemed appropriate by the Authority, to consent to remedial measures to ensure that subcontractors are properly paid as set forth herein.

5. The Contractor agrees that the Authority may provide appropriate information to interested subcontractors who inquire about the status of Authority payments to the Contractor.

6. Nothing in this provision is intended to create a contractual obligation between the Authority and any subcontractor or to alter or affect traditional concepts of privity of contract between all parties.

## **ARTICLE 34: RIGHT TO OFFSET**

KCATA, without waiver or limitation of any rights, may deduct from any amounts due Contractor in connection with this Contract, or any other contract between Contractor and KCATA, any amounts owed by Contractor to KCATA, including amounts owed by Contractor pursuant to Contractor's obligation to indemnify KCATA against third party claims arising out of Contractor's performance of work under this Contract.

## **ARTICLE 35: SEAT BELT USE POLICY:**

The Contractor agrees to comply with terms of Executive Order No. 13043 "Increasing Seat Belt Use in the United States" and is encouraged to include those requirements in each subcontract awarded for work relating to this Contract.

## **ARTICLE 36: SEVERABILITY**

If any clause or provision of this Contract is held to be invalid illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall continue in full force and effect.

## **ARTICLE 37: SUBCONTRACTORS**

- A. Subcontractor Approval.** None of the work or services covered by this Contract shall be subcontracted without the prior written approval of KCATA. The only subcontractors approved for this Contract, if any, are listed in an appendix to this Contract. Any substitutions or additions of subcontractors must have the prior written approval of KCATA as set forth herein.
- B. DBE Subcontractor Employment.** See Disadvantaged Business Enterprise Provisions.
- C. Subcontractor Payments.** See Requests for Payment Provisions.
- D. Adequate Provision(s) in Subcontract(s).** Any subcontracts related to this Contract must contain adequate provisions to define a sound and complete agreement. In addition, all subcontracts shall contain contractual provisions or conditions that allow for:
1. Administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, including sanctions and penalties as may be appropriate.
  2. Termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.
  3. The following provisions if included in this Contract:
    - Acceptance of Material – No Release
    - Agreement in Entirety
    - Assignment
    - Bankruptcy
    - Breach of Contract; Remedies
    - Changes
    - Civil Rights
    - Clean Air
    - Clean Air Requirements for Transit Operations
    - Clean Water
    - Conflicts of Interest
    - Contractor's Personnel
    - Debarment and Suspension
    - Disadvantaged Business Enterprise (DBE)

Disclaimer of Federal Government Obligations or Liability  
Dispute Resolution  
Employee Eligibility Verification  
Energy Conservation  
Federal Changes  
Fraud and False or Fraudulent Statements or Related Acts  
Governing Law: Choice of Judicial Forum  
Headings  
Incorporation of FTA Terms  
Independent Contractor  
Insurance  
Laws and Regulations  
Liability and Indemnification  
Lobbying Restrictions  
Notification and Communication  
Privacy Act Requirements  
Prohibited Interests  
Prohibited Weapons and Materials  
Record Retention and Access  
Requests for Payment  
Right to Offset  
Severability  
Suspension of Work  
Taxpayer Identification Number (TIN)  
Termination  
Unavoidable Delays  
Warranty; Warranty of Title

- E. The Contractor will take such action with respect to any subcontractor as KCATA or the U.S. Department of Transportation may direct as means of enforcing such provisions of this contract.
- F. KCATA reserves the right to review the Contractor's written agreement with its subcontractors (DBE and non-DBE) to confirm that required federal contract clauses are included.
- G. KCATA may perform random audits and contact minority subcontractors to confirm the reported DBE participation.

#### **ARTICLE 38: SUSPENSION OF WORK**

KCATA may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work under this agreement for the period of time that KCATA determines appropriate for the convenience of KCATA.

#### **ARTICLE 39: TAXPAYER IDENTIFICATION NUMBER (TIN)**

The Contractor is required to provide its TIN, which is the number required by the IRS to be used by KCATA in reporting income tax and other returns. The TIN provided by the Contractor is \_\_\_\_\_.

#### **ARTICLE 40: TERMINATION**

- A. Termination for Convenience.** The KCATA may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in KCATA's best interest. The Contractor will only be paid the Contract price for supplies delivered and accepted, or work or services performed in accordance with the manner of performance set forth in the Contract.

**B. Funding State of Missouri or State of Kansas.** If this Contract is subject to financial assistance provided by the U.S. Department of Transportation, the Contractor agrees that withdrawal or termination of such financial assistance by the U.S. DOT may require KCATA to terminate the agreement.

**C. Termination for Default.**

1. If the Contractor does not deliver supplies in accordance with the contract delivery schedule or according to specifications, or if the Contract is for services, and the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the Contract, KCATA may terminate this Contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth cost of the Contract.
2. If the termination is for failure of the Contractor to fulfill the contract obligations, KCATA may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by KCATA. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, KCATA, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

**D. Opportunity to Cure.** KCATA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the written notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to KCATA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time period permitted, KCATA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude KCATA from also pursuing all available remedies legal and non-legal against Contractor and its sureties for said breach or default.

**E. Waiver of Remedies for any Breach.** In the event that KCATA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by KCATA shall not limit KCATA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

**F. Property of KCATA.** Upon termination of this Contract for any reason, and if the Contractor has any property in its possession or under its control belonging to KCATA, the Contractor shall protect and preserve the property or pay KCATA full market value of the property, account for the same, and dispose of it in the manner KCATA directs. Upon termination of this Contract for any reason, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to KCATA's Project Manager all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

**ARTICLE 41: TEXTING WHILE DRIVING AND DISTRACTED DRIVING**

Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, the Contractor agrees to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to encourage each subcontractor to do the same.

**ARTICLE 42: UNAVOIDABLE DELAYS**

A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Contractor's performance, and was not caused directly or substantially by acts, omissions, negligence, or mistakes of the Contractor, the Contractor's suppliers, or their agents, and was substantial and in fact caused the Contractor to miss delivery dates, and could not adequately have been guarded against by contractual or legal means.

## ARTICLE 43: GENERAL PROVISIONS

- A. **No Third Party Beneficiaries.** The parties do not intend to confer any benefit hereunder on any person, firm or entity other than the parties hereto.
- B. **Extensions of Time.** No extension of time for performance of any Contractor obligations or acts shall be deemed an extension of time for performance of any other obligations or acts.
- C. **Binding Effect.** This Contract shall bind and inure to the benefit of the legal representatives, successors and permitted assigns of the parties.
- D. **Counterparts.** This Contract may be executed at different times and in two or more counterparts and all counterparts so executed shall for all purposes constitute one contract, binding on all the parties hereto, notwithstanding that all parties shall not have executed the same counterpart. And, in proving this Contract, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.
- E. **Interpretation; Update of Citations.** Unless otherwise specified herein, (a) the singular includes the plural and the plural the singular; (b) words importing any gender include the other genders; and (c) references to persons or parties include their permitted successors and assigns. The parties recognize and agree that many of the laws, regulations, policies, procedures and directives stated as governing the Contractor's performance of its work or services, or the supplying of products, equipment, or materials, pursuant to this Contract are subject to updating, amendment or replacement. Therefore, all such references in this Contract are agreed by the parties to be deemed to refer to the then current updated, amended or replacement form of such laws, regulations, policies, procedures and directives in effect at the applicable time during the term of this Contract and the same are hereby incorporated into this Contract by this reference.
- F. **When Effective.** Notwithstanding any provision contained in this Contract to the contrary, this Contract shall become effective only after the execution and delivery of this Contract by each of the parties hereto and no course of conduct, oral contract or written memoranda shall bind the parties hereto with respect to the subject matter hereof except this Contract.
- G. **Further Actions; Reasonableness and Cooperation by Parties; Time for Certain Actions.** Each party agrees to take such further actions and to execute such additional documents or instruments as may be reasonably requested by the other party to carry out the purpose and intent of this Contract. Except where expressly stated to be in a party's sole discretion, or where it is stated that a party has the ability to act in its sole judgment or for its own uses or purposes, wherever it is provided or contemplated in this Contract that a party must give its consent or approval to actions or inactions by the other party or a third party in connection with the transactions contemplated hereby, such consent or approval will not be unreasonably withheld or delayed. If no time period is set hereunder for a party to approve or consent to an action or inaction by the other party or a third party such approval shall be given or affirmatively withheld in writing within ten (10) business days after it is requested in writing or it shall be deemed given.
- H. **Time Periods.** A "business day" is a business working day of KCATA administrative personnel which are days other than a Saturday, Sunday or legal holidays observed by the KCATA for administrative personnel. If the time period by which any right or election provided under this Contract must be exercised, or by which any act required hereunder must be performed, expires on a day which is not a business day, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.
- I. **Survival.** In addition to any provisions expressly stated to survive termination of this Contract, all provisions which by their terms provide for or contemplate obligations or duties of a party which are to extend beyond such termination (and the corresponding rights of the other party to enforce or receive the benefit thereof) shall survive such termination.

**J. Authority of Signatories.** Any person executing this Contract in a representative capacity represents and warrants that such person has the authority to do so and, upon request, will furnish proof of such authority in customary form.

Contractor's Initials \_\_\_\_\_ KCATA's Initials \_\_\_\_\_  
KCATA's Initials \_\_\_\_\_



## SECTION 6 - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

This project is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. Failure by the Contractor to carry out these requirements is a material breach of the resulting contract, which may result in the termination of the contract or such other remedy as KCATA deems appropriate.

- 1. Non-discrimination** - This contractor shall not discriminate on the basis of race, color national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as KCATA deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph. See 49 CFR 26.13(b).
- 2. DBE Certification** - KCATA will only recognize firms that are certified as DBE's under the DOT guidelines found in 49 CFR Part 26. DBE subcontractors must be certified as a DBE by a member of the Missouri Regional Certification Committee, which includes KCMO, MoDOT, City of St. Louis, Metro in St. Louis or KCATA. A list of certified firms may be found at [www.modot.mo.gov/ecr/index.htm](http://www.modot.mo.gov/ecr/index.htm). MBE and WBE certifications for other agencies will not be considered.
- 3. DBE Participation Credit** - DBE firms may participate as Prime Contractors, Subcontractors or Suppliers.

The following shall be credited towards achieving the goals, except as provided herein:

- A. The total contract dollar amount that a qualified DBE Prime Contractor earns for that portion of work on the contract that is performed by its own workforce, is performed in a category in which the DBE is currently certified, and is a commercially useful function as defined by the Program. DBE Prime Contractors must perform thirty percent (30%) of the contract value.
- B. The total contract dollar amount that a Prime Contractor has paid or is obligated to pay to a subcontractor that is a qualified DBE; and
- C. Subcontractor participation with a lower tier DBE subcontractor; and
- D. Sixty percent (60%) of the total dollar amount paid or to be paid by a Prime Contractor to obtain supplies or goods from a supplier who is not a manufacturer and who is a qualified DBE. If the DBE is a manufacturer of the supplies, then one hundred percent (100%) may be credited, to be determined on a case-by-case basis.
- E. NO CREDIT, however, will be given for the following:
  1. Participation in a contract by a DBE that does not perform a commercially useful function as defined by the Program; and
  2. Any portion of the value of the contract that a DBE Subcontractor subcontracts back to the prime contractor or any other contractor who is not a qualified DBE; and
    - a. Materials and supplies used on the contract unless the DBE is responsible for negotiating the price, determining quality and quantity, ordering the materials and installing (where applicable) and paying for material itself; and
    - b. Work performed by a DBE in a scope of work other than that in which the DBE is currently certified.

**4. Documents Due Within 48 Hours of Bid Closing:**

A. **Schedule of Participation by Contractor and Subcontractors** - This form is to be completed and should include all subcontractors scheduled to perform on the project. The first section, "Prime Contractor," is the amount of work the Prime will be performing. List all DBE and non-DBE subcontractors in the second section. The "DBE % Participation" is the amount of work each DBE (prime or sub) will perform compared to the total contract amount. If using DBE suppliers count 60% of their contract amount.

Total Value of Work: Total Bid/Proposal Amount

Total DBE Participation: Total amount of all work to be performed by DBEs (subs or primes)

Total DBE Percentage: Dollar amount of "Total DBE Participation" divided by "Total Value of Work"

B. **Letter of Intent to Subcontract** - To be completed for each DBE firm on the project and signed by both the Prime and the DBE.

C. **Contractor Utilization Plan/Request for Waiver** - This is a commitment that the Prime understands the DBE participation required on the project. In the event the Prime is not making a commitment to meet or exceed the established goal on the project, they must request a waiver and provide documentation that good faith efforts were expended to try to meet the goal. Good faith efforts are efforts that, given all relevant circumstances, a Proposer actively and aggressively seeking to meet the goals can reasonably be expected to make.

Failure to meet the contracted DBE participation commitment without documented evidence of good faith efforts may result in termination of the contract.

In evaluating good faith efforts, KCATA will consider whether the Proposer has performed the following, along with any other relevant factors:

1. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
2. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
3. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
4. Negotiating in good faith with interested DBEs.
  - a. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, include DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

5. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
6. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the KCATA or contractor.
7. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
8. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

**5. Documents Due After Award:**

- A. KCATA reserves the right to review the Contractor's written agreement with its subcontractors (DBE and non-DBE) to confirm that required federal contract clauses are included. KCATA may perform random audits and contact minority subcontractors to confirm the reported participation.
- B. **Subcontractor Monthly Utilization Report** - Contractors will be required to submit this report with each pay application to KCATA. This report will include payments to ALL subcontractors – DBE and non-DBE. KCATA may require lien waivers from all subcontractors before reimbursement is made to the Contractor. KCATA may perform random audits and contact minority subcontractors to confirm the reported participation. Failure to meet the contracted goal without documented evidence of good faith effort may result in the termination of the contract.
- C. **Request for Modification, Replacement or Termination of Disadvantaged Business Enterprise (DBE) Project Participation** - Contractor is responsible for meeting or exceeding the DBE commitment amounts listed on the *Schedule of Participation by Contractor and Subcontractors* form submitted as part of Contractor's Bid Documents and as amended by any previously approved Request for Modification/Substitution. Any Change Orders or amendment modifying the amount Contractor is to be compensated will impact the amount of compensation due to DBEs for purposes of meeting or exceeding the Bidder/Proposer commitment. Contractor shall consider the effect of a Change Order or amendment and submit a Request for Modification/Substitution if the DBE commitment changes.
  1. **Termination Only for Cause** - Once the contract has been awarded; Contractor may not terminate a DBE subcontractor without KCATA's prior written consent. This includes, but is not limited to, instances in which a Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.
  2. **Good Cause** - Good cause includes the following circumstances:

- a. The listed DBE subcontractor fails or refuses to execute a written contract; or
  - b. The listed DBE subcontractor fails or refuses to perform the work of its normal industry standards. Provided, however, that the good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Prime Contractor; or
  - c. The listed DBE subcontractor fails or refuses to meet the Prime Contractor's reasonable, nondiscriminatory bond requirements; or
  - d. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness; or
  - e. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1200 or applicable state law; or
  - f. The DBE subcontractor is not a responsible contractor; or
  - g. The listed DBE subcontractor voluntarily withdraws from the project and provides the Prime Contractor written notice of its withdrawal;
  - h. The listed DBE is ineligible to receive DBE credit for the type of work required;
  - i. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
  - j. Other documented good cause that compels KCATA to terminate the DBE subcontractor. Provided the good cause does not exist if the Prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the Prime Contractor can substitute another DBE or non-DBE contractor.
3. Before submitting its request to terminate or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to KCATA, of its intent to request to terminate and/or substitute, and the reason for the request.
  4. The Prime Contractor must give the DBE five days to respond to the Prime Contractor's notice and advise the KCATA and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why KCATA should not approve the Prime Contractor's action.  
If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.

D. DBE Job-Site Review Commercially Useful Function (CUF) Determination. KCATA will be conducting on-site interviews with all DBE contractors. The number of interviews will be based on the DBE's projected scope of work. KCATA staff will work closely with the Prime Contractor on the project schedule to determine when DBE subcontractors will be on the project.

*For questions concerning KCATA's DBE Program or Vendor Registration/Affirmative Action Requirements please contact us.*

*Denise Adams  
Contracting/Supplier Diversity Coordinator  
Kansas City, MO 64108  
(816) 346-0224 telephone  
(816) 346-0336 facsimile  
dadams@kcata.org*

*KCATA's Procurement Department  
1350 East 17<sup>th</sup> Street  
Kansas City, MO 64108  
(816) 346-0254 telephone  
(816) 346-0336 facsimile*

## SECTION 7 – ATTACHMENTS

### DOCUMENT/FORM REQUIREMENTS

The following form(s) marked with  is/are required to be submitted with your IFB/RFP/RFQ to be considered responsive. As a responsible/responsive supplier you are required to submit the noted document(s) to the Buyer Representative by the closing date and time of the IFB/RFP/RFQ. The electronic copy of these forms can be obtained by going to:

[http://www.kcata.org/about\\_kcata/entries/vendor\\_forms](http://www.kcata.org/about_kcata/entries/vendor_forms)

#### TO BE INCLUDED IN VOLUME III – CONTRACTUAL

- Attachment A – Vendor Registration
- Attachment B – Affirmative Action Certification Process
- Attachment C - Schedule of Participation by Contractor & Subcontractors
- Attachment D - Travel Policy & Hotel Rates for Contractors
- Attachment E.1 – EEO-1 Workforce Analysis Report
- Attachment E.2 – Letter of Intent to Subcontract
- Attachment E.3 – Contractor Utilization – Request for Waiver
- Attachment F.1 - Affidavit of Primary Participants Regarding Employee Eligibility Verification
- Attachment F.2 - Affidavit of Lower-Tier Participants Regarding Employee Eligibility Verification
- Attachment G.1 – Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters
- Attachment G.2 – Certification of Lower-Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion
- Attachment H.1 – Certification of Primary Participants Regarding Restrictions on Lobbying
- Attachment H.2 – Certification of Lower-Tier Participants Regarding Restrictions on Lobbying
- Attachment I.1 - Buy America Certification Form – For Buses, Rolling Stock and associated equipment
- Attachment I.2 - Buy America Certification Form – For Steel or Manufactured Products
- Other: Attachment J – Sample Contract

#### TO BE INCLUDED IN VOLUME I – COST PROPOSAL

- Attachment K – Cost Proposal

#### OTHER

- Attachment L – Vendor List

**Attachment A  
KCATA VENDOR REGISTRATION FORM**

Thank you for your interest in doing business with the Kansas City Area Transportation Authority. To be placed on the KCATA Registered Vendors List for goods and services, please complete this form **in its entirety** and return it to the KCATA Procurement Department. Submittal of this registration form will place your company on the KCATA Registered Vendor List, but does not guarantee a solicitation. The list will be periodically purged. If you do not receive solicitations, inquire to confirm that your company remains on our list. Current business opportunities can be found in the "Doing Business with KCATA" section of our website, [www.kcata.org](http://www.kcata.org).

**Firms are required to submit this information to KCATA once. However, it is your responsibility to notify KCATA of any changes to your business that may affect your registration (i.e. address, contact information).**

<b>Legal Entity Name:</b>				<b>Phone:</b>	
<b>Doing Business As:</b>				<b>Toll-free Phone:</b>	
<b>Physical Address:</b>				<b>Fax:</b>	
<b>City:</b>				<b>Email:</b>	
<b>State:</b>		<b>Zip:</b>		<b>Website:</b>	
<b>Contact Person Name:</b>				<b>Title:</b>	
<b>Contact Phone:</b>				<b>Contact Email:</b>	
<b>Mailing Address:</b>				<b>Phone:</b>	
<b>City:</b>				<b>Fax:</b>	
<b>State:</b>		<b>Zip:</b>		<b>Comments:</b>	

<b>Business Type:</b>	<input type="checkbox"/> <b>Individual</b>	<input type="checkbox"/> <b>Partnership</b>	<input type="checkbox"/> <b>Corporation</b>
	<input type="checkbox"/> <b>Limited Liability Company</b>	<input type="checkbox"/> <b>Other (Explain) _____</b>	
<b>If Incorporated, in Which State:</b>			<b>Federal Tax ID No:</b>
<b>Years in Business:</b>			<b>Years in Business Under Current Name:</b>

<b>Does your firm have a Data Universal Numbering System (DUNS) number as a Federal contractor?</b> If so, please provide. DUNS numbers may be obtained free of charge from Dun & Bradstreet at 1-866-705-5711 or at <a href="http://www.fedgov.dnb.com/webform">www.fedgov.dnb.com/webform</a> .	<b>DUNS #</b> _____
---	------------------------

<b>Annual Gross Receipts.</b> This information is required by U. S. Department of Transportation and Vendors will be requested to update this information on a regular basis.	<input type="checkbox"/> Less than \$250,000	<input type="checkbox"/> \$250,000 to \$500,000	<input type="checkbox"/> \$500,000 to \$1 Million
	<input type="checkbox"/> \$1 Million to 5 Million	<input type="checkbox"/> \$5 Million to 10 Million	<input type="checkbox"/> More than \$10 Million

<b>Standard Invoice Terms:</b>	<b>Due Days</b>	<b>Discount Days</b>	<b>Percent</b>

**Please provide a description of the goods and services you are interested in providing to KCATA.** Include the corresponding North America Industry Classification System (NAICS) Codes for your business type. For a listing of the codes visit U.S. Small Business Administration's website at <http://www.sba.gov/content/small-business-size-standards>.

<b>NAICS CODE(S) :</b>		<b>NAICS CODE(S):</b>	
<b>NAICS CODE(S):</b>		<b>NAICS CODE(S):</b>	

<b>1. Is your firm a Disadvantaged Business Enterprise (DBE) based on the definitions and U.S. Department of Transportation certification guidelines in 49 CFR Part 26?</b> If YES, submit a copy of a copy of your current certification from your state's UCP.	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> ENCLOSED
<b>2. Is your firm a Small Business Enterprise (SBE) as defined by the U.S. Small Business Administration's Small Business Size Guidelines and 13 CFR 121?</b> For further information on 13 CFR 121 and SBE designation refer to SBA's website at <a href="http://www.sba.gov/content/small-business-size-standards">http://www.sba.gov/content/small-business-size-standards</a>	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> ENCLOSED
<b>3. Is your firm a Woman-Owned Business Enterprise (WBE) or Minority Owned Business Enterprise (MBE) certified by a nationally recognized organization?</b> If YES, please provide a copy of your certification documentation.	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> ENCLOSED

**4. Does your firm meet any of these other federal business classifications?** If YES, please provide a copy of certification documents.

Service Disabled, Veteran Owned Business
  SBA 8(a) Certified Business  
 HubZone Program Certified
  Other \_\_\_\_\_

**DBE/SBE CERTIFICATION:** The KCATA participates in the U. S. Department of Transportation's DBE and SBE programs. Certification in these programs is based on the regulations in 49 CFR Part 26. If your firm is interested in becoming a certified DBE or SBE, please contact KCATA's Contracting/Supplier Diversity Coordinator at (816) 346-0224 or via email at [dadams@kcata.org](mailto:dadams@kcata.org)

**WORKER ELIGIBILITY AFFIDAVIT:** As required by §285.500 RSMo, et seq., any business contracting to perform work in excess of \$5,000 for the KCATA shall provide a sworn affidavit affirming: (1) its enrollment and participation in a federal work authorization program such as U. S. Department of Homeland Security's E-Verify, accompanied by corresponding documentation to evidence its enrollment in that program; and (2) that it does not knowingly employ any person who does not have the legal right or authorization under federal law to work in the United States. Prior to being awarded any contract with KCATA, you will be required to furnish proof of your firm's participation in such program.

**VENDOR CERTIFICATION:** I certify that information supplied herein (including all pages attached) is correct and that neither the business entity nor any person in any connection with the business entity as a principal or officer, so far as known, is now debarred or otherwise declared ineligible from bidding for furnishing materials, supplies, or services to the Kansas City Area Transportation Authority or declared ineligible to participate in federally funded projects.

<b>Signature</b>	<b>Date</b>
<b>Printed Name</b>	<b>Title</b>

**The following documents must be returned:**

- Completed Vendor Registration Form
- KCATA Workforce Analysis/EEO-1 Report
- Affidavit of Civil Rights Compliance (*found on KCATA's website as Attachment B*)

Return completed Vendor Registration Packet to Kansas City Area Transportation Authority,  
 Procurement Department, 1350 East 17th Street, Kansas City, MO 64108  
 Fax: (816) 346-0336 or email: [dadams@kcata.org](mailto:dadams@kcata.org)

**NOTE: Vendors will be required to submit a signed IRS W9 form prior to authorization of any purchase.**

*A foreign corporation may not transact business in Missouri until it obtains a Certificate of Authority. To apply, you must use the forms provided by the Missouri Secretary of State's office, as required by law.*

**Attachment B**  
**AFFIDAVIT OF CIVIL RIGHTS COMPLIANCE**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows: I am the \_\_\_\_\_ (title) of \_\_\_\_\_ (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity complies with the following:

- A. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S. C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, age, sex, sexual orientation, gender identity, national origin or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing regulations that the Federal Transit Administration (FTA) may issue.
- B. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Contract:
1. Race, Color, Creed, National Origin or Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42. U.S.C. §2000e, *et seq.*, and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, sex, sexual orientation, gender identity, national origin, disability or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  2. Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  3. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal



**Attachment B ~ continued**

of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

\_\_\_\_\_  
Affiant's Signature

\_\_\_\_\_  
Date

Subscribed and sworn to me before this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Date

My Commission expires: \_\_\_\_\_

**Attachment C**

**SCHEDULE OF PARTICIPATION BY CONTRACTOR & SUBCONTRACTORS**

**Project #** \_\_\_\_\_ **Description:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*Form must be submitted for each prospective offeror and submitted with proposal*

<b>PRIME CONTRACTOR</b>					
Name and Address	Telephone No. Fax No.	Type of Work To Be Performed	NAICS Code	Value of Work	DBE % Participation
				\$	%
<b>PARTICIPATION BY SUBCONTRACTOR(S) AND MAJOR SUPPLIERS - DBE &amp; NON-DBE</b>					
Name and Address	Telephone No. Fax No.	Type of Work To Be Performed	NAICS Code	Value of Work	DBE % Participation
				\$	%
				\$	%
				\$	%
				\$	%

TOTAL VALUE OF WORK \$ \_\_\_\_\_

TOTAL CONTRACT VALUE OF WORK  
(FROM BID FORM) \$ \_\_\_\_\_

TOTAL DBE PARTICIPATION \$ \_\_\_\_\_

TOTAL PERCENTAGE OF DBE PARTICIPATION \_\_\_\_\_%

***THE UNDERSIGNED WILL ENTER INTO A FORMAL AGREEMENT WITH THE SUBCONTRACTOR(S) FOR THE WORK LISTED ON THIS SCHEDULE.***

Prime Contractor (Type/Print) \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_

Name (Type/Print) \_\_\_\_\_ Telephone #/Fax # \_\_\_\_\_

## Attachment D

### TRAVEL POLICY & HOTEL RATES FOR CONTRACTORS

#### General Policy

Contractors will be reimbursed for authorized and documented expenses incurred while conducting KCATA business. Expenses for a traveler's companion are not eligible for reimbursement. Contractors are expected to make prudent business decisions and comparison shop for airfares, rental cars, lodging, etc., and to keep in mind that they are being reimbursed with public monies.

Receipts, paid bills or other documentary evidence for expenditures must be submitted with requests for reimbursement. The request for reimbursement must clearly indicate the amount, date, place and essential character of the expenditures.

The KCATA reserves the right to modify this travel policy with proper notification to Contractors.

1. **Airfare:** Commercial airline, coach class seating only. When possible, trips should be planned far enough in advance to assure purchase discounts.
2. **Lodging:** The KCATA has negotiated special rates at specific hotels. Contractors may stay at the hotel of their choice, but will be reimbursed no more than the special rate for a single room at the KCATA designated hotels, which is a maximum daily amount of \$106.00 plus tax.
3. **Meals:** The **actual costs** of meals, including tips of generally 15-17%, will be reimbursed up to a maximum of \$61 a day. Alcoholic beverages are **not** an eligible reimbursable expense.
4. **Auto Rental:** Rental or leased vehicles will not be reimbursed unless pre-approved in writing by KCATA in advance. The class of auto selected, if authorized, should be the lowest class appropriate for the intended use and number of occupants.
5. **Telephone:** Project-related, long-distance business calls will be reimbursed.
6. **Number of Trips to Travel Home on Weekends:** When extended stays in Kansas City are required, the KCATA will reimburse for trips home on weekends only every third weekend. In some instances, KCATA may require relocation of an employee to Kansas City.
7. **Taxis, Airport Shuttles, Public Transportation:** Transportation between the airport and hotel will be reimbursed. Contractors should consider the number in their party and compare taxi rates to airport shuttle fees when the shuttle serves the hotel.
8. **Personal Vehicle:** Mileage for usage of personal vehicles for business travel outside the seven-county Kansas City metropolitan area (Clay, Cass, Jackson and Platte Counties in Missouri; Johnson, Wyandotte and Douglas counties in Kansas) will be reimbursed at KCATA's current rate of 57.5 cents per mile (based on IRS' 2015 established rate).

## ATTACHMENT E.1 – EEO-1 / WORK FORCE ANALYSIS REPORT

Report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees.  
Enter the appropriate figures on all lines and in all columns. All blank spaces will be considered zero.

Job Categories	Number of Employees (Report employees in only one category)														
	Race/Ethnicity														
	Hispanic or Latino		Not Hispanic or Latino												Total Col A-N
	Male	Female	Male						Female						
White			Black or African American	Native Hawaiian or Other Pacific Islander	Asian	America n Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	America n Indian or Alaska Native	Two or more races		
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Executive/Senior-Level Officials and Managers															
First/Mid-Level Officials and Managers															
Professionals															
Technicians															
Sales Workers															
Administrative Support Workers															
Craft Workers															
Operatives															
Laborers and Helpers															
Service Workers															
<b>TOTAL</b>															
<b>PREVIOUS YEAR TOTAL</b>															
<b>TYPE OF BUSINESS</b>	<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Wholesale	<input type="checkbox"/> Construction	<input type="checkbox"/> Regular Dealer	<input type="checkbox"/> Selling Agent	<input type="checkbox"/> Service Establishment	<input type="checkbox"/> Other								

\_\_\_\_\_  
Signature of Certifying Official

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Address/City/State/Zip Code

\_\_\_\_\_  
Date Submitted

\_\_\_\_\_  
Telephone Number/Fax Number

## GUIDELINES FOR WORKFORCE ANALYSIS

**DEFINITIONS:** Contractor shall apply the following definitions to the categories in KCATA's Workforce Analysis/EEO-1 Report form.

### **RACIAL/ETHNIC**

1. **WHITE** (not of Hispanic origin): All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
2. **BLACK** (not of Hispanic origin): All persons having origins in any of the Black racial groups of Africa.
3. **HISPANIC**: All persons of Mexican, Puerto Rican, Cuban, Central or South American origin, regardless of race.
4. **ASIAN or PACIFIC ISLANDER**: All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.
5. **AMERICAN INDIAN or ALASKAN NATIVE**: All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

### **JOB CATEGORIES**

1. **OFFICIALS and MANAGERS**: Includes chief executive officers, presidents, vice-presidents, directors and kindred workers.
2. **PROFESSIONALS**: Includes attorneys, accountants and kindred workers.
3. **TECHNICIANS**: Includes computer programmers and operators, drafters, surveyors, highway technicians, inspectors and kindred workers.
4. **SALES WORKERS**: Includes contract sales representatives, purchasing agents, customer relations representatives and kindred workers.
5. **OFFICE and CLERICAL**: Includes secretaries, book-keepers, clerk typists, payroll clerks, accounts payable clerks, receptionists, switchboard operators and kindred workers.
6. **CRAFT WORKERS** (skilled): Includes mechanics and repairers, electricians, carpenters, plumbers and kindred workers.
7. **OPERATIVES** (semi-skilled): Includes bricklayers, plaster attendants, welders, truck drivers and kindred workers.
8. **LABORERS** (unskilled): Includes laborers performing lifting, digging, mixing, loading and pulling operations and kindred workers.
9. **SERVICE WORKERS**: Includes janitors, elevator operators, watchmen, chauffeurs, attendants and kindred workers.





the amount of compensation due a DBE for purposes of meeting or exceeding the Bidder/Proposer participation commitment.

**Attachment E.3 ~ Continued**

5. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a **Request for Modification or Substitution** form if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.
6. If Bidder/Proposer has not achieved the DBE commitment set for this Project, Bidder/Proposer hereby requests a waiver of the DBE commitment that Bidder/Proposer has failed to achieve.
7. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by KCATA.
8. I hereby certify that I am authorized to sign this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein:

Bidder/Proposer Primary Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

By \_\_\_\_\_  
(Signature)  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
(Attach corporate seal if applicable)

NOTARY:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public (Seal)



**Attachment F.1**  
**AFFIDAVIT OF PRIMARY PARTICIPANTS**  
**COMPLIANCE WITH SECTION 285.500 RSMO, ET SEQ.**  
**REGARDING EMPLOYEE ELIGIBILITY VERIFICATION**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows: I am the \_\_\_\_\_ (title) of \_\_\_\_\_ (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3).

I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986, and that the business entity will participate in said program with respect to any person hired to perform any work in connection with the contracted services.

I have attached hereto documentation sufficient to establish the business entity's enrollment and participation in the required electronic verification of work program. I shall require that the language of this affidavit be included in the award documents for all sub-contracts exceeding \$5,000.00 at all tiers and that all subcontractors at all tiers shall affirm and provide documentation accordingly.

\_\_\_\_\_  
Affiant's signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission expires:

**NOTE:** An example of acceptable documentation is the E-Verify Memorandum of Understanding (MOU) – a valid, completed copy of the first page identifying the business entity and a valid copy of the signature page completed and signed by the business entity, the Social Security Administration and the Department of Homeland Security.

**Attachment F.2**  
**AFFIDAVIT OF LOWER-TIER PARTICIPANTS**  
**COMPLIANCE WITH SECTION 285.500 RSMO, ET SEQ.**  
**REGARDING EMPLOYEE ELIGIBILITY VERIFICATION**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows: I am the \_\_\_\_\_ (title) of \_\_\_\_\_ (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3).

I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986, and that the business entity will participate in said program with respect to any person hired to perform any work in connection with the contracted services.

I have attached hereto documentation sufficient to establish the business entity's enrollment and participation in the required electronic verification of work program. I shall require that the language of this affidavit be included in the award documents for all sub-contracts exceeding \$5,000.00 at all tiers and that all subcontractors at all tiers shall affirm and provide documentation accordingly.

\_\_\_\_\_  
Affiant's signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission expires:

**NOTE:** An example of acceptable documentation is the E-Verify Memorandum of Understanding (MOU) – a valid, completed copy of the first page identifying the business entity and a valid copy of the signature page completed and signed by the business entity, the Social Security Administration and the Department of Homeland Security.

**Attachment G.1**  
**CERTIFICATION OF PRIMARY PARTICIPANT**  
**REGARDING DEBARMENT, SUSPENSION, AND OTHER**  
**RESPONSIBILITY MATTERS**

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential Contractor for a major third party contract), \_\_\_\_\_ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State or local) terminated for cause or default.

If the primary participant (applicant for FTA grant, or cooperative agreement, or potential third party Contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

**THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), \_\_\_\_\_ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C., SECTIONS 3801 *ET SEQ.* ARE APPLICABLE THERETO.**

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date

**Attachment G.2**  
**CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING**  
**DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY**  
**AND VOLUNTARY EXCLUSION**

The Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third party Contractor, or potential subcontractor under a major third party contract) \_\_\_\_\_, certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third party Contractor, or potential subcontractor under a major third party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this bid.

**THE LOWER-TIER PARTICIPANT (POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER AN FTA PROJECT, POTENTIAL THIRD PARTY CONTRACTOR, OR POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT), \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C., SECTIONS 3801 *ET SEQ.* ARE APPLICABLE THERETO.**

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date

**Attachment H.1**  
**CERTIFICATION OF PRIMARY PARTICIPANTS**  
**REGARDING RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_ (Name and Title of Grantee Official or Potential Contractor for a Major Third Party Contract), hereby certify on behalf of \_\_\_\_\_ (Name of Grantee or Potential Contractor) that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By \_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

**Attachment H.2**  
**CERTIFICATION OF LOWER-TIER PARTICIPANTS**  
**REGARDING RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_ (Name and Title of Grantee Official or Potential Subcontractor under a Major Third Party Contract), hereby certify on behalf of \_\_\_\_\_ (Name of Grantee or Potential Subcontractor) that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By \_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

ATTACHMENT J

SAMPLE CONTRACT AGREEMENT

Contract Agreement #16-7012-35  
Purchasing Card Services

**THIS CONTRACT** (the "Contract"), made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **Kansas City Area Transportation Authority ("KCATA")**, a body corporate and politic, and a political subdivision of the States of Missouri and Kansas, with offices at 1350 East 17th Street, Kansas City, Missouri, and \_\_\_\_\_ ("**Contractor**"), with offices at \_\_\_\_\_.

**NOW, THEREFORE**, in consideration of the covenants and conditions to be performed by the respective parties hereto and of the compensation to be paid as hereinafter specified, the KCATA and the Contractor agree as follows:

**1. EMPLOYMENT OF CONTRACTOR.**

This Contract is entered into for the purpose of engaging the Contractor as an independent contractor by KCATA in accordance with that certain proposal submitted by the Contractor dated \_\_\_\_\_, a copy of which is attached hereto as Appendix D and incorporated herein by reference ("Proposal").

**2. SCOPE OF CONTRACT.**

The Contractor shall provide the products, equipment, materials and/or work services consistent with the Request for Proposals (RFP) solicited by the KCATA, dated \_\_\_\_\_ entitled "\_\_\_\_\_" (sometimes referred to as the "Project" or the "Work"), which is attached hereto as Appendix E and incorporated herein by reference. The Contractor hereby agrees to provide the \_\_\_\_\_ (insert description of products and/or services) as needed at the firm, fixed prices stated in the Appendix C attached hereto for the KCATA in accordance with the specifications of the scope of contract provided in the Contract Documents herein.

**3. TERM.**

The term of this contract agreement shall be for a period of \_\_\_\_ (\_\_) year(s) beginning \_\_\_\_\_, **2016 and expiring on \_\_\_\_\_**. The products/services to be provided and performed shall commence upon receipt of a notice to proceed from the KCATA. Work in process prior to expiration of the contact agreement shall be completed and as construed by KCATA to be within the "contract term".

**4. CONTRACT SUM.**

The KCATA shall pay the Contractor in current funds for the provision of products and the performance of the services (Appendix B to this Contract), subject to (a) the terms and conditions of the Contract and (b) any KCATA authorized additions or deductions by "Change Order", if applicable, as provided in this Contract. The contractor shall be paid for the work performed at the rates set out in the Contractor's pricing bid response (Appendix C). It is anticipated that the funds to be paid the Contractor under this contract shall not exceed the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). A breakdown of the Contract Sum is provided in the Proposal Cost Response Form cost page of the Contractor, a copy of which is attached hereto as Appendix C ("Proposal Cost Page").

ATTACHMENT J

SAMPLE CONTRACT AGREEMENT ~ Continued

5. MISCELLANEOUS PROVISIONS.

The following Appendices are attached hereto by reference as part of this Contract. This Contract and any amendments issued hereafter, constitute the entire Contract between the KCATA and the Contractor.

- Appendix A. Contract Terms and Conditions; and
- Appendix B. Scope of Work; and
- Appendix C. Proposal Cost Page Submitted by Contractor; and
- Appendix D. Contractor's Original Bid Response; and
- Appendix E. Original RFP \_\_\_\_\_ and any addendums thereto.

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and permitted assigns, executed this Contract Agreement as of the day and year first above written.

(CONTRACTOR'S NAME)

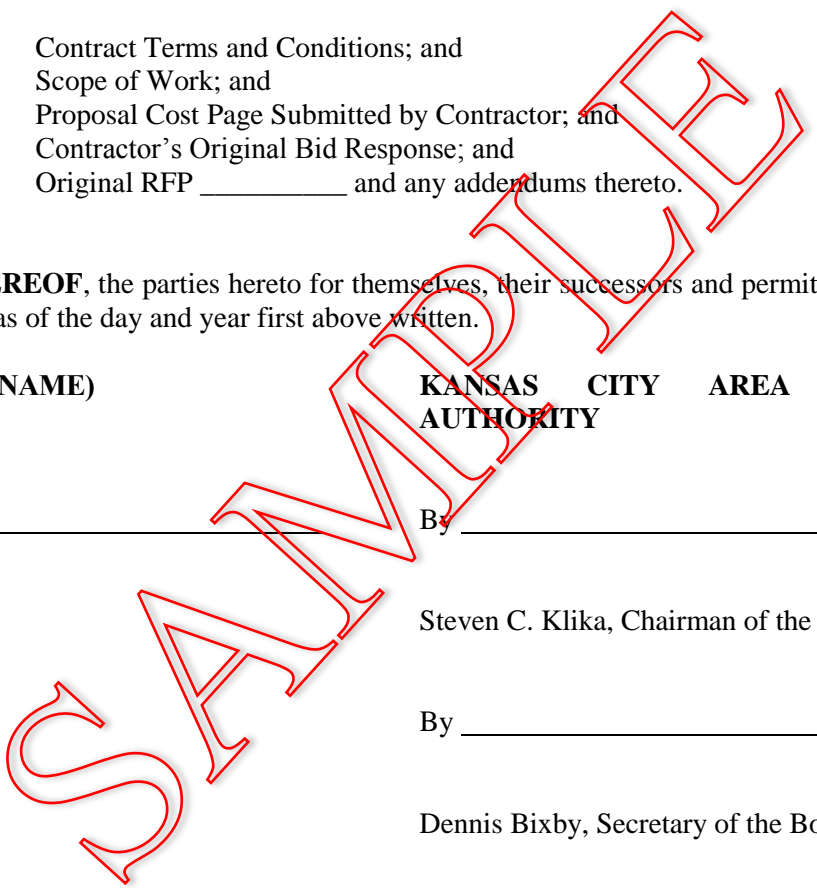
KANSAS CITY AREA TRANSPORTATION AUTHORITY

By \_\_\_\_\_ By \_\_\_\_\_

Steven C. Klika, Chairman of the Board

By \_\_\_\_\_

Dennis Bixby, Secretary of the Board





**ATTACHMENT K - PROPOSAL COST RESPONSE FORM**

**PRICING TABLE 1: REQUIRED PRICING**

The proposer shall complete the following pricing table(s) and provide firm, fixed pricing necessary to meet the requirements of the RFP. Proposal responses submitted on any other form may be considered non-responsive and therefore rejected. The authorized person signing the bid shall initial any erasures, corrections or other changes appearing on the Proposal Cost Response Form. *No written comments, modifications or interlineations to the Proposal Cost Response Form will be accepted.*

The KCATA expects a rebate to be calculated using the aggregate P-Card spending on an annual basis. Other rebate payment receipts may be proposed

	<b>Estimated Sales For Each Year</b>	<b>Year One</b>	<b>Year Two</b>	<b>Year Three</b>	<b>Year Four</b>	<b>Year Five</b>
Rebate to be paid based on estimated sales per year	\$250,000-300,000					

The undersigned, acting as an authorized agent or officer for the Offeror, does hereby agree to the following:

1. The offer submitted is complete and accurate, including all forms required for submission in accordance with the terms and conditions listed in this Request for Proposals and any subsequent Addenda. The Offeror shall immediately notify the KCATA in the event of any change.
2. The quantities specified are based upon the best available estimates and do not determine the actual amount the Authority shall order during the contract period. The quantities are subject to change. Payments will be based on actual quantities order based on the unit rates quoted.
3. The undersigned agrees to furnish and deliver the items or perform services as described herein for the consideration stated in accordance with the terms and conditions listed in the KCATA RFP. The rights and obligations of the parties to any resultant purchase order/contract shall be subject to and governed by this document and any documents attached or incorporated herein by reference.

Company Name (Type/Print) \_\_\_\_\_ Date \_\_\_\_\_

Address/City/State/Zip \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_

Name (Type/Print) \_\_\_\_\_ Telephone # \_\_\_\_\_ Fax # \_\_\_\_\_

E-mail address \_\_\_\_\_

**ATTACHMENT K - PROPOSAL COST RESPONSE FORM ~ Continued**

**PRICING TABLE 2: OTHER REQUIRED PRICING**

The proposer must state below all other applicable costs necessary to satisfy the requirements of the RFP. Unless stated in this Pricing Section, the KCATA shall assume that absolutely no other fees or charges, will be assessed to the KCATA whatsoever in connection with the Purchasing Card Services granted herein and to satisfy the RFP requirements.

<b>Description/Comments</b>	<b>Unit Of Measure</b>	<b>Unit Price</b>


Company Name (Type / Print):	Date:
Authorized Signature: X	Title:

## ATTACHMENT L

### VENDOR LIST

Toni Jones  
Bank of America Merrill Lynch  
100 North Tyron Street  
Charlotte, NC 28255  
[Toni.jones@baml.com](mailto:Toni.jones@baml.com)

Byron McCallum  
Commerce Bank  
922 Walnut Street  
Kansas City, MO 64106  
[Byron.mccallum@commercebank.com](mailto:Byron.mccallum@commercebank.com)

Victor Hammonds  
Liberty Bank & Trust  
1314 N 5<sup>th</sup> Street  
Kansas City, KS 66101  
[vhammonds@libertybank.net](mailto:vhammonds@libertybank.net)

Eric Cotton  
Central Bank of Kansas City  
1314 N 5<sup>th</sup> Street  
Kansas City, KS 66101  
[ecotton@central-payments.com](mailto:ecotton@central-payments.com)

Anthony Rutledge  
United Missouri Bank  
1010 Grand Blvd  
Kansas City, MO 64106  
[Anthony.rutledge@umb.com](mailto:Anthony.rutledge@umb.com)